

CONTRACT PERFORMANCE EVALUATION PLAN FOR THE AWARD FEE

1. Introduction

a. Purpose. This Contract Performance Evaluation Plan serves as the basis for evaluation of the contractor's performance on the System Development and Maintenance (SDM) Contract. The award fee is intended to motivate and incentivize the contractor to provide work products that exceed the terms and conditions (quality, schedule, and cost) as set forth in the individual task orders. There is neither a requirement nor a presumption that the fee set for a given period will become a baseline for the fee applicable to future periods.

b. Determination. Allocation of the award fee is a unilateral determination of the Government which is not subject to the "Disputes" Clause of the contract.

2. Organization and Responsibilities

a. Fee Determination Official. The Fee Determination Official is a senior CIO management official (either the Chief Information Officer (CIO) or a duly authorized representative from the Office of the Chief Information Officer), independent from the user component, who makes the final award fee determination.

The responsibilities of the Fee Determination Official are:

- To approve the Contract Performance Evaluation Plan and any changes required during contract performance
- To review the recommendation of the Performance Evaluation Board and to discuss it with the Board Chairperson, and, if appropriate, others such as the COTR and the contractor
- To issue and sign the award fee determination for that period, specifying the amount of award fee determined and the basis for that determination

b. Performance Evaluation Board. The Performance Evaluation Board (PEB) is a panel of senior management officials who perform an in-depth review of all aspects of the Contractor's performance and recommend an award fee to the Fee Determination Official.

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The Performance Evaluation Board shall be chaired by a senior CIO management official. The Chairman of the Performance Evaluation Board will be selected by the Chief Information Officer and will be a non-voting member of the Board. The Performance Evaluation Board shall also consist of five voting members who are appointed by the CIO. The Chairman and the five voting members will be designated separately, in writing, by the Government.

The responsibilities of the Performance Evaluation Board are:

- To perform an in-depth review of the Contractor's performance based upon the Task Order Manager input, COTR input, and such additional performance information as may be obtained from the contractor and other sources
- To submit a PEB Report to the Fee determination Official covering the Board's findings and recommendations for each evaluation period
- To ensure that the award fee process is administered in accordance with the policy and guidelines of the Contract Performance Evaluation Plan
- To recommend appropriate changes in the contract performance evaluation plan for consideration and approval by the Fee Determination Official

c. Contracting Officer. The Contracting Officer shall determine the amount of the award fee pool available and shall serve as an advisor to the Performance Evaluation Board. The Contracting Officer may make a report to the Performance Evaluation Board with recommendations concerning the amount of the fee to be awarded based on the Contracting Officer's assessment of performance or audit results.

The responsibilities of the Contracting Officer are:

- To determine the available award fee pool
- To serve as an advisor to the Performance Evaluation Board
- To prepare a report and recommendation on the award fee when there is sufficient reason for such a report
- To approve the award fee letter, and then sign and provide the letter to the Contractor

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d. Contracting Officer's Technical Representative (COTR). The COTR is the Government official designated to receive and assess individual Task Order Manager reports and to present performance information and an award fee recommendation to the Performance Evaluation Board.

The responsibilities of the COTR are:

- To communicate on a regular basis with the Contractor and discuss the Contractor's performance
- To recommend an award fee to the Performance Evaluation Board based on the COTR's narrative assessment of Task Order Manager comments, discussions with the Contracting Officer, the Contractor's technical progress reports, and meetings with the Contractor
- To serve as a non-voting member of the Performance Evaluation Board and to attend all Board meetings

e. Performance Evaluation Board Executive Coordinator. The Executive Coordinator will serve as a non-voting member of the Performance Evaluation Board and will assist the COTR and the Chairperson in the execution of the award fee process. The responsibilities of the Executive Coordinator are:

- To administer the award fee evaluation process and to provide training to Task Order Managers
- To ensure that the award fee process is completed in a timely manner
- To calculate the award fee recommendation based on Task Order Manager performance evaluation reports
- To arrange board meetings and agenda and prepare official Performance Evaluation Board reports and other correspondence

f. Task Order Manager. The Task Order Manager monitors the Contractor's performance on a daily basis and as such is the primary point for assessing Contractor

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performance in the award fee evaluation process. The responsibilities of the Task Order Manager are:

- To oversee the Contractor's efforts and maintain ongoing communications with their contractor counterparts;
- To keep the COTR informed of contractor performance and to alert the COTR when there are potential or existing contractor performance problems
- To provide a written evaluation of the Contractor's performance on a monthly basis and at the end of the award fee cycle
- To participate in Status Review meetings by providing the contractor with feedback on performance
- To maintain a log or diary of events and communications with the contractor for use in the monthly and end of period award fee evaluations

3. Award Fee Cycle

Performance under this contract will be evaluated on a semi-annual basis (every 6 months). All task orders that have work underway during the award fee cycle shall be evaluated. The only exception is those task orders where the task order start date is one (1) month or less prior to the end of the award fee cycle.

Each evaluation will be scheduled so that the final determination of the fee earned will be accomplished within 45 calendar days after the end of an evaluation period.

4. Award Fee Pool

The award fee pool will be determined by the maximum allowable award fee percentage and the budgeted amount of work to be performed in the task order(s) for that particular award fee period. Therefore, the award fee pool will vary each award fee period depending upon the amount of tasking the contractor has received. Firm fixed price task orders will not be included in the award fee pool. The Contracting Officer shall keep the Contractor informed of the award fee pool.

Any unawarded portion of each respective award fee period pool shall not be automatically transferred to another period and shall be withdrawn from any award fee pool. However, the FDO can, if deemed appropriate, recommend to the Contracting Officer that fee (or partial fee) from one award fee period be transferred to another award fee period.

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As part of the fee determination process, the Performance Evaluation Board or the Fee Determination Official may recommend that task order fee be removed or withheld from the award fee pool when contractor performance justifies the removal of fee.

5. Task Order Priority

The Government may determine, at the beginning of an award fee period, task orders which will be deemed to be critical during the period. The Contractor will be notified in writing of the critical task orders. The Executive Coordinator shall create and maintain a Task Order Priority List of all task orders that were active during the award fee period. Task Order priority shall be used in determining a weighting, based on the ratings given by the Task Order Managers. Tasks with a higher priority shall receive a higher weighting in the award calculation.

6. Performance Evaluation Categories, Criteria, and Fee Allocation Weighting

The evaluation criteria established for the evaluation of award fee are as follows:

a. Technical (50 percent)

The following are elements that will be considered in evaluating the Contractor's technical performance. All elements may not necessarily be relevant for each evaluation.

(1) Design - Approach in design concepts, analysis, incorporation of R&D and/or prototyping results, Business Process Reengineering and requirements definition; consideration of ease use, operational efficiency/performance improvements, and cost of the final design; interfaces with other systems and/or system components; consideration and effective mitigation of risk

(2) Development - Conception/execution of detailed design and software design, development and testing; development and execution of test scenarios, plans and procedures; consideration of new and innovative methods and solutions; development and implementation of workarounds/contingency plans; ability to maintain legacy system(s) as a modern, state-of-the-art system; effective quality assurance and configuration management

(3) Achievement/Implementation - Ability to meet the technical and performance requirements as specified within the task order or design

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documents; thoroughness and accuracy of completed tasks and/or work products; response to requirements of the task order or technical direction; ability to provide skillful, original or straight-forward solutions beneficial to the Government and public/user requirements; ability to resolve contract performance problems without guidance from PTO personnel

(4) Schedule - Ability to meet key program milestones and task order delivery dates; reaction time and appropriateness of response to changes, recovery from delays, response to emergencies and other unexpected situations

b. Business Management (20 percent)

The following are elements that will be considered in evaluating the Contractor's Business Management performance.

(1) Program Planning, Organization and Management - Assignment and utilization of contractor staff; recognition of critical problem areas; cooperation and effective working relationships with Government personnel and other contractors; planning, organizing, and managing all program elements; formulation of business and technical decisions; management actions to achieve and sustain a high level of productivity; provide management/COTR with prompt communication regarding progress, problems and other related contract performance issues

(2) Contract and Subcontract Management - Compliance with contract provisions; effectiveness of property and material control; effectiveness of subcontract direction, coordination and administration; effectiveness of Small Business Subcontracting Program

c. Resource Management (30 percent)

The following are elements that will be considered in evaluating the Contractor's resource management performance.

(1) Cost Control - contractor's reimbursed costs and projected costs remain within the cost estimate negotiated for the task order; contractor controls costs through study and use of alternative arrangements, cost avoidance programs, etc.; contractor keeps management/COTR of potential cost issues and possible overruns

(2) Efficiency -- contractor assigns appropriate resources to tasks; personnel resources are made available when required and are at the right skill level to perform the task; efficient use of materials, equipment, and ODC's

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7. Adjective Rating and Scoring

a. Ratings. The following standards of performance shall be employed in determining whether and to what extent the contractor has earned or may be entitled to receive any award fee:

- Excellent (90 to 100). Performance is superior in virtually all aspects of the subcategory. The Contractor has demonstrated an overall level of performance which exceeds the standard by a substantial margin in numerous significant tangible and intangible benefits to the Government (i.e., improved quality, responsiveness, increased timeliness, or generally enhanced effectiveness of systems and operations).
- Commendable (80 to 89). Performance of most task requirements is uniformly well above the standard and exceeds the standard in many significant areas. Although some areas may require improvements, these are minor and are more than offset by better performance in other areas. Contractor actions have resulted in tangible and intangible benefits to the Government (i.e., improved quality, responsiveness, increased timeliness, or generally enhanced effectiveness of systems and operations).
- Good (70 to 79). Performance in most aspects meets the standard, and it exceeds the standard in several significant areas. While the remainder of the effort generally meets task order requirements, areas requiring improvement are more than offset by better performance in other areas. Contractor actions have resulted in some demonstrated benefits to the Government (i.e., improved quality, responsiveness, timeliness or effectiveness).
- Fully Successful (60 to 69). Performance is generally adequate in all aspects of the subcategory, resulting in satisfactory performance. Some areas of deficiency need to be improved or corrected but contractor performance meets the technical requirements of the task order.
- Unsatisfactory (0 to 59). Performance is below standard in several areas and performance in accordance with the task order requirements fails to meet minimum requirements. Quality, responsiveness, timeliness and/or economy in many areas require attention and action. Corrective actions have not been taken or are ineffective. Overall unsatisfactory performance shall not be given award fee.

8. Determination of Award Fee

a. Task Order Manager's Performance Evaluation Report

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Monthly each Task Order Manager shall complete a Performance Evaluation Report for every active task order and for any task order that concluded during the month. The monthly Performance Evaluation Report will contain a narrative describing the contractor's performance in the areas of Technical, Business Management, and Resource Management as well as an overall numerical rating for the task order. The Executive Coordinator will maintain this data as verification of contractor past performance. Past performance data (derived from the Task Order Manager's Performance Evaluation Report) may be used by the Government for selecting contractors for task order issuance.

At the end of the award fee cycle, the Task Order Manager will be required to provide an overall assessment of the contractor's performance for the entire award fee cycle. This assessment will include a written narrative of the accomplishments, proficiencies, and deficiencies regarding contractor performance as well as the rating of all tasks within the task order. Using a Task Order Performance Evaluation Report Rating Form the Task Order Manager will document the rating of all the tasks and will provide the Task Order Manager's recommended rating for the entire task order. This data will be submitted to the Award Fee Executive Coordinator for submission to the COTR and the PEB.

b. COTR's Award Fee Recommendation

The COTR shall make an independent assessment of the Contractor's performance, and shall write a narrative report that includes an independent award fee recommendation to the Performance Evaluation Board. The recommendation may be more or less than that calculated from the Task Order Manager's Performance Evaluation Reports. In making this independent assessment and recommendation, the COTR shall consider the following:

- Quality and completeness of work products including reliability, ease of use, operational efficiency, latent defects
- Information provided by the Contractor on monthly status reports
- Comments made by Task Order Managers on their Performance Evaluation Reports
- Information conveyed to the COTR as a result of status meetings with the Contractor
- A comparative analysis of actual direct hours and labor rates expended versus those negotiated or projected

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- The COTR's overall judgement of the success of the Contractor's performance

The COTR's independent assessment and award fee recommendation shall be submitted along with the Task Order Manager's Performance Evaluation Reports to the Executive Coordinator of the Performance Evaluation Board.

c. Contracting Officer's Award Fee Recommendation

The Contracting Officer normally will not provide a written report of award fee recommendation to the Performance Evaluation Board. The Contracting Officer is a non-voting member of the Board, and will participate in discussions leading to the Board's recommendation of an award fee that is made to the Fee Determination Official. The Contracting Officer retains the right to present a formal report and award fee recommendation as circumstances warrant.

The Contracting Officer shall consider the following factors either as part of general Performance Evaluation Board discussions or as part of a formal report:

- The Contracting Officer's overall judgement of the success of the Contractor's performance
- An analysis of the Contractor's management of direct and indirect costs
- Information provided by the Contractor
- Results of audits (if any) of the Contractor's business practices

d. Performance Evaluation Board's Award Fee Recommendation

The Executive Coordinator of the Performance Evaluation Board will schedule the Performance Evaluation Board meeting after receipt and dissemination of the award fee recommendation reports from the COTR and the Contracting Officer, if one is prepared by the Contracting Officer. The Performance Evaluation Board will perform an in-depth review of the information provided and shall arrive at its recommended award fee percentage.

The award fee percentage recommended may be more or less than the percentage suggested by the recommendations received from the COTR and the Contracting Officer (if provided). The recommended percentage cannot exceed 100 percent of the available award fee pool. See the attached Award Fee Conversion Table for converting the recommended percentage into the percentage of available award fee that the contractor may receive.

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The voting members shall arrive at a consensus recommendation and shall direct the Executive Coordinator to prepare a written summary that documents the recommendation. This report shall be signed by each voting member and the chairperson and shall be forwarded to the Fee Determination Official.

The members of the Performance Evaluation Board shall also review the performance categories and weighting of the categories of the Performance Evaluation Plan. They may recommend and approve changes to the plan for subsequent evaluation periods as they so determine. Any such changes shall also be reviewed and approved by the Fee Determination Official and the Contracting Officer. The Contracting Officer shall provide a copy of any changes to the Performance Evaluation Plan to the Contractor. Any revisions to the Performance Evaluation Plan shall be presented to the Contractor prior to the evaluation period in which it will be used.

e. Contractor Self-Assessment

The Contractor may, at their discretion, submit a written self-evaluation of accomplishments and performance to the Performance Evaluation Board for its use during the determination of the award fee amount. The date and place of submission shall be determined by mutual consent between the Government and the Contractor, but no later than 15 days subsequent to the end of the evaluation period. This assessment should address both the strengths and weaknesses of the Contractor's performance during the evaluation period. Where deficiencies in performance are noted, the Contractor should describe the actions planned or taken to correct such deficiencies and avoid their recurrence. The Contractor will not be penalized for a realistic self-assessment. The self-assessment itself will not be the basis for the award fee determination. If prepared, the costs for preparation of the self-assessment shall not be an allowable cost under the contract.

f. Final Determination

The Fee Determination Official shall review the Performance Evaluation Board's recommendation and any supporting documentation. The Fee Determination Official may also review the COTR's assessment, the Contracting Officer's assessment, the Task Order Manager's Performance Evaluation Reports, the Contractor's Self Evaluation, and any other documentation that the Fee Determination Office may deem necessary in making the final fee determination. Once the fee determination has been made, the Fee Determination Official will send a letter to the Contracting Officer documenting the fee determination.

The Government's determination shall be final and the Contracting Officer shall unilaterally amend the contract to provide for the award fee, if any.

9. Right to Make Unilateral Changes

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Any matters covered in this plan not otherwise requiring mutual agreement under the contract, except the designated Fee Determination Official, may be changed unilaterally by the Fee Determination Official prior to the beginning of an evaluation period by timely notice to the Contractor in writing. The changes will be made without formal modification of the contract.

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AWARD FEE CONVERSION TABLE

The following table is for use in converting the Fee Determination Official's recommended percentage into the percentage of available award fee that the contractor may receive:

	Recommended Percentage	Percentage of Available Award Fee
	100	100
	99	100
	98	100
	97	100
	96	100
	95	100
	94	100
	93	98
	92	96
	91	94
<u>Excellent</u>	90	92
	89	90
	88	88
	87	86
	86	84
	85	82
	84	80
	83	78
	82	76
	81	74
<u>Commendable</u>	80	72
	79	70
	78	68
	77	66
	76	64
	75	62
	74	60
	73	58
	72	56
	71	54
<u>Good</u>	70	52
	69	50
	68	50
	67	50
	66	50
	65	50
	64	50
	63	50
	62	50
	61	50
<u>Fully Successful</u>	60	50

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Deliverable Number: FN01**Title/Description:** Monthly Status Report**Frequency of Submission:** Monthly **No. of Copies:** 10 (see Remarks)**First Submission Due:****Subsequent Submissions Due:** Fifteen Days After the Close of the Contractor's Fiscal Month**Government Acceptance Required:** Yes**Government Response Due:** 10 Working Days After Receipt**Remarks:** In addition to 10 complete copies, USPTO requests an additional 15 copies of Section 1 and the appendices.**Format/Content Requirements and Instructions:**

This report is prepared by the contractor to provide a comprehensive review and analysis of cost, schedule, and technical performance of each contract task. Status report data will be used by USPTO Program Management to: (1) evaluate task performance; (2) identify the magnitude and impact of actual and potential problem areas causing significant cost and schedule variances from plan; and (3) provide valid, timely, and auditable task status information to USPTO executive management.

Application/Interrelationship:

Data reported in the Monthly Status Report will pertain to all authorized tasks, including both priced and unpriced effort. The level of detail to be reported normally will be limited to individual tasks within a Task Order. If a problem area is indicated at the task level, more detailed data will be provided at the activity level until the problem is resolved. Specific variance thresholds, if exceeded, shall require detailed analysis and explanation and will be subject to negotiation between USPTO and the contractor. Results of the negotiations will be formally specified in each Task Order issued to the contractor. If no Task Order specific variance is specified, cost variance analysis and explanation will be provided at the task level if the current month actual cost variance is more than (+/-) 10% of the planned budget unless the dollar variance is within (+/-) \$2,500 of the planned budget or if the cumulative variance is more than (+/-) 10% of the planned budget unless the dollar variance is within (+/-) \$10,000 of the planned budget.

Preparation Instructions:

The Monthly Status Report shall be submitted in accordance with the following format requirements:

- Section 1 Executive Summary
- Section 2-N Active Task Order Status

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FORMAT/CONTENT REQUIREMENTS AND INSTRUCTIONS (Cont'd)**DELIVERABLE NUMBER:** FN01 p. 2

- For each active Task Order the following will be provided:
 - Task Order Summary
 - Task Status
 - Outlook for Next Month
- Appendix C Hours By Task and By Individual Name
- Appendix D Financial Reports for Closed Task Orders (Closed 90 days or less)
 - For each closed Task Order the following will be provided:
 - Task Order Summary
- Appendix E Semi-Annual Financial Reports for Inactive Task Orders
 - For each inactive Task Order the following will be provided:
 - Task Order Summary

Section 1 - Executive Summary

The contractor shall provide a brief narrative of the accomplishments, problems, and issues regarding all formally authorized tasks. This section should reflect the contractor's assessment of overall task status (cost, schedule, and technical) in relation to planned performance. Schedule performance should be discussed in terms of the key milestones associated with automated systems development and maintenance. Monthly and cumulative budget vs. actual cost and cost variance shall be provided at the total Task Order level, monthly for active Task Orders, and bi-annually for inactive Task Orders.

In addition, the contractor shall report on the monthly status of the Task Order development and implementation process in accordance with the following:

- Task Orders in process (by title, budget value, and period of performance)
- Task Orders under development
 - Title
 - Status
 - USPTO/Contractor Point-of-Contact
- Task Orders completed during month
 - Title
 - Completion Date

Sections 2-N - Task Order Status:

Cost and technical status will be reported at both a summary (Task Order) and detail (task level) for all active Task Orders.

Task Order Summary**Cost Status**

A cost summary will be provided at the Task Order level that depicts the following:

FORMAT/CONTENT REQUIREMENTS AND INSTRUCTIONS (Cont'd)**DELIVERABLE NUMBER:** FN01 p. 3

- * Current and cumulative budgeted direct labor hours by labor category
- * Current and cumulative actual direct labor hours expended on the Task Order by labor category
- * Current and cumulative variances between budgeted and actual labor hours by labor category
- * If subcontractors are used, current and cumulative budgeted and actual subcontractor labor hours (cost-shared and non-cost-shared). Subcontractor actual labor hours must reflect the current report period
- * Current and cumulative budgeted and actual costs (labor, material, other direct costs, travel, documentation, subcontractor costs)
- * Current and cumulative variances between budgeted and actual direct costs
- * Task Order budget at completion
- * Percentage of cumulative actual costs to the Task Order budget at completion

Technical Status

Technical status will be reported in terms of the objectives established in the Task Order. The contractor shall, whenever possible, establish objective criteria for evaluating technical progress in relation to the plan for accomplishing the technical objectives of the contract.

Task Status**Cost and Technical Status**

The cost and technical status reporting provisions pertaining to Task Orders will apply to the task level. Reporting at the task level will generally constitute the lowest level of reporting. In cases where cost and schedule variances exceed established thresholds, reporting will, at the discretion of USPTO, be required at the activity level until such time as performance problems are resolved.

Variance Analysis

Detailed analysis of cost and schedule variances from plan will be required whenever variances exceed a threshold established in the Task Order. Cost variance thresholds will be expressed in terms of dollars and percent. Schedule variance thresholds will be expressed in terms of deliverables or task end-dates that are days ahead of, or behind, the schedule established in the Task Management Plan.

Variance thresholds will vary according to the size, scope, and criticality of the effort. Variance thresholds will be specified in the Task Order and will be subject to negotiation between USPTO and the contractor.

Variance analysis shall include:

- * Nature of the variance (dollars/percentage over or under costs baseline; days ahead of or behind schedule)

FORMAT/CONTENT REQUIREMENTS AND INSTRUCTIONS (Cont'd)**DELIVERABLE NUMBER:** FN01 p. 4

- Reason(s) for the variance
- Impact on the immediate Task Order
- Corrective action taken

Outlook for Next Month

This section will contain a compilation of all significant activities and events to be addressed in the next Monthly Status Report. The contractor will specifically address workarounds and other planning efforts undertaken to resolve problems identified in the current month's Status Report.

Appendix C - Hours by Task and by Individual Name

The contractor shall report for both discrete and level of effort Task Orders. The report shall include hours by Task Order, task and/or activity levels, and by individual names (including the names of subcontractors working on the task).

Mechanized Data Submissions

The contractor shall submit cost and labor hour data via electronic media in ASCII flat files (a copy of the electronic format is attached). A listing of the file names, file size, and other pertinent data accompany the submission to expedite data processing by USPTO. Two electronic data downloads will be provided on a monthly basis. One download will reflect cost and labor hour actuals at the task level for all tasks. The second download will include actuals by WBS Level 7 program codes for activities for which program codes have been assigned.

Appendix D - Financial Reports for Closed Task Orders (90 days or less)**Cost Status**

Cost status will be reported at a summary (Task Order) level. The cost status provisions pertaining to active Task Orders will apply to the closed Task Orders.

Variance Analysis

Detailed analysis of cost from plan will be required on all closed Task Orders.

Appendix E - Semi-Annual Financial Reports for Inactive Task Orders**Cost Status**

Cost status will be reported at a summary (Task Order) level on a semi-annual basis. The cost provisions pertaining to active Task Orders will apply to the inactive Task Orders.

Variance Analysis

Detailed analysis of cost from plan will be required on all inactive Task Orders.

Task Order Actual Cost Download Requirements

September 1995

This document explains the requirements for submitting task order actual costs electronically. An example of the format is provided.

A cost download is submitted the 18th of each month for the previous month. A hard copy of the monthly status report must accompany the download for data verification. The download must be submitted as a flat ASCII data file, i.e., must contain no special word processing or other characters. No double or single quotes ("", ') are to be present in the file.

Actuals are submitted monthly in files using the Fixed Field Length format, i.e., each value takes up a fixed number of characters. Submit actuals only for those task orders that have actuals that month. The data can be contained in multiple files, provided the files are numbered as shown below.

Each file must be named using the following convention:

to_act<number>.<month><year>

The prefix 'to_act' identifies the file as containing task order actuals.

The <number> identifies the sequence for groups of multiple files.

The <month> identifies the calendar month for which the actuals are submitted. It must be a single character, numeric for the first nine months of the calendar year, alphabetic for the last three months. For example:

January	1
February	2
March	3
April	4
May	5
June	6
July	7
August	8
September	9
October	O (the letter O, not the number 0)
November	N
December	D

The <year> is a two digit character identifying the calendar year for which the actuals are submitted.

Examples:	to_act1.195	First of two files for January 1995
	to_act2.n95	Second of two files for November 1995

Each line in the file represents a single record consisting of the following:

Characters	1 through 12	Task Number
Characters	13 through 20	Cost element category as follows:

Task Order Actual Cost Download Requirements (continued)

Hours

1	Labor Category A Hours
2	Labor Category B Hours
3	Labor Category C Hours
4	Labor Category D Hours
6	Labor Category E Hours
25	Non-Exempt Hours
99	Subcontractor NCS Labor Hours

Dollars

26	Misc. Adjustment Dollars (e.g., for clerical error)
27	Year End Adjustment Dollars
DIRLABOR	Prime Contractor Labor Dollars, including benefits and facilities
DOCUMENT	Documentation Dollars
MATERIAL	Material Dollars
OTHER	G&A and ODMS Dollars
OTHERDIR	Other Direct Costs
SERVICES	Subcontractor Total Dollars
TRAVEL	Travel Dollars

Characters	21 through 35	No longer used
Characters	36 through 50	Current Month Actual Hours/Dollars
Characters	51 through 110	No longer used
Characters	111 through 125	Cum. to Date Committed Cost

A sample file is shown below. Lines are shown wrapped as they exceed 80 characters. Disregard values in the obsolete columns.

95-6.1	OTHER	0.00	0.00	4777.62	4597.91
	4777.62	0.00	0.00		
95-6.1	OTHERDIR	0.00	0.00	0.00	46.66
	0.00	0.00	0.00		
95-6.1	TRAVEL	0.00	0.00	651.75	492.95
	651.75	0.00	0.00		
95-6.2	10	0.00	0.00	133.20	299.50
	133.20	0.00	0.00		
95-6.2	20	0.00	0.00	296.40	49.20
	296.40	0.00	0.00		
95-6.2	30	0.00	0.00	230.00	9.00
	230.00	0.00	0.00		
95-6.2	40	0.00	0.00	230.00	0.00
	230.00	0.00	0.00		
95-6.2	DIRLABOR	0.00	0.00	27691.40	18088.83
	27691.40	0.00	0.00		
95-6.2	OTHER	0.00	7.17	8004.40	5095.88
	8004.40	0.00	0.00		

HOURS BY TASK AND INDIVIDUAL NAME

REPORT PERIOD: DECEMBER 1991

TASK ORDER 90-8 U.S. PATENT IMAGE BACKFILE LOAD

TASK ORDER 90-8.1 PLANNING AND TECHNICAL SUPPORT

HELLER, A.R.	150.50
JOHANSEN, H.O.	160.00
O'CONNELL, J.M.	<u>15.00</u>
	325.50

TASK ORDER 90-8.2 SOFTWARE MODIFICATION/SYSTEM SUPPORT

CARLETON, S.E.	5.00
PHILLIPS, P. W.	<u>45.00</u>
	50.00

TASK ORDER 90-8.3 LOAD & INSTALL U.S. PATENT BACKFILE IMAGES

AMORY, L.T.	155.00
BAYLOR, W.B.	160.00
BISHOP, H.L.	178.00
BRENNER, M.T.	190.00
CONNER, J.A.	165.00
CLARKE, W.W.	183.00
FRANKLAIN, T.S.	151.50
HEARST, P.L.	155.00
JEFFERSON, R.T.	131.00
JEFFERY, M.R.	156.00
MARSON, W.A.	152.00
MASON, P.E.	135.00
O'BANNON, M.X.	143.00
PEARSALL, A. W.	160.00
REXHALL, S.T.	142.00
RYDER, W.F.	133.00
SANDERSON, M.M.	101.00
WHETSTONE, P.T.	<u>132.00</u>
	2,722.50

TASK ORDER 90-8.4 DEVELOP RAD LOAD PLAN

HEINLEIN, R.W.	<u>19.50</u>
	19.50

TOTAL TASK ORDER 90-8 3,175.50

As of 02-JAN-92:1718

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AUTOMATED PATENT SYSTEM
TASK ORDER SUMMARY
REPORT PERIOD : AUGUST 1995

TASK ORDER 96-XX TASK ORDER TITLE

LABOR HOURS Category	Current			Cumulative-To-Date			At Completion		
	Budget	Actual	Variance	Budget	Actual	Variance	Budget	Actual	Budget
CATEGORY A LABOR HOURS	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
CATEGORY B LABOR HOURS	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
CATEGORY C LABOR HOURS	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
CATEGORY D LABOR HOURS	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
CATEGORY E LABOR HOURS	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
NON-EXEMPT	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
TOTAL HOURS	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
SUBCONTRACTOR HOURS	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
GRAND TOTAL HOURS	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
LABOR COST	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
OTHER COSTS:									
ODCs	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
TRAVEL	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
DOCUMENTATION	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
MATERIALS	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
SERVICES	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
OTHER	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
SUBTOTAL OTHER COSTS	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
TOTAL TASK ORDER	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00

0.00%

0.00%

Percentage of Budget Used to Date : 0.00 %

000178

SAMPLE

APPENDIX B

EXPLANATION OF THE MONTHLY STATUS REPORT BUDGET BASELINE

The December Monthly Status Report budget baseline has been updated to include one contract modification. A summary of the current budget baseline updates follows:

- The budget baseline for Task Order 92-1 has been updated to incorporate UNDX Support per Contract Modification 116, dated November 27, 1991
- The budget baseline for Task Order 92-3 has been updated to incorporate Fujitsu Tape Drive Maintenance per Contract Modification 116, dated November 27, 1991
- The budget baseline for Task Order 92-5 has been revised to delete the disapproved PCs per Contract Modification 116, dated November 27, 1991

Exhibit B-1 documents the revised budget baseline by citing the source budget document(s), listing both the original proposed budget and the Monthly Status Report budget for each Task Order, and identifying the reasons for any differences between the two budgets.

Normally a Task Order is added or modified in the budget baseline upon issuance of a new Task Order or a formal contract modification to an existing Task Order. Handling of some special cases is described in footnotes (3), (6), (7), (10), (13), (14), (52), (54), and (58) that follow.

The following notes apply to Exhibit B-1:

- (1) The Monthly Status Report budget baselines for Task Orders issued in GFY89 were calculated using forward pricing rates current at the time of submission. The proposal budgets were calculated at earlier rates. The difference between the effective rates when the proposal was submitted and the current rates at the time that the budget baselines were calculated results in a small difference in burdened cost between the baseline and the proposals.
- (2) The Monthly Status Report budget baseline is calculated in Artemis which allows only three decimal place accuracy. Some budget submissions were calculated in LOTUS using four decimal places. There is a difference of .0004 in the rate used to calculate escalation beginning in April 1990.
- (3) These amounts reflect changes that were submitted in the respective Task Management Plans.
- (4) This amount represents changes to the budget baseline per Contract Modification No. 73 (issued March 27, 1989) for space to house the Maintenance and Technical Support Facility. Burdened costs were added retroactively from March 1989 through September 1989.
- (5) This amount represents changes to the budget baseline per Contract Modification No. 75 (issued May 10, 1989) for a 60-month LTOP of 6 Sony Library Storage Units. Burdened costs were added to the July 1989 through September 1989 budgets. A lump sum payment for the 7 months from January 1989 through July 1989 is budgeted in July. Single-month payments are budgeted in August and September. The balance of the burdened costs provided in Contract Modification No. 75 represents 4 months of payments prior to January 1989 to the Phase II contracts.

December 23, 1991

BUDGET BASELINE SUMMARY
ACTIVE TASK ORDERS

Task Order	DESCRIPTION	TOTAL PROPOSED BUDGET	MONTHLY STATUS REPORT BUDGET	ADJUSTMENT AMOUNT	REMARKS
91-14	TEXT SEARCH	000,000 (***)	000,000	(0,000)	Replica using rates - USPTO Nr 7/20/90 (01H26)
91-15	BASELINE DELIVERY 1.7	0,000,000 (***)	0,000,000	(0,000)	Replica using rates - USPTO Nr 7/20/90 (01H26)
91-16	REENGINEERING FOR DEPLOYMENT	000,000 (***)	000,000	0	
91-17	BASELINE DEVELOPMENT	000,000 (***)	000,000	0	
92-1	PROGRAM MANAGEMENT	0,000,000 (***)	0,000,000	0,000	Add INW Maintenance Support - Modification 112 (23H01)
92-2	SYSTEM-WIDE DEVELOPMENT	0,000,000 (***)	0,000,000	0	
92-3	OPERATIONS AND MAINTENANCE	0,000,000 (***)	0,000,000	00,000	Add Samsung Tape Drive Maint - Modification 112 (23H01)

*** Issued Task Order without fee and FCCOM

CONTRACT DELIVERABLE DESCRIPTION**Deliverable Number:** FN02**Title/Description:** Contract Funds Status Report**Frequency of Submission:** Yearly **No. of Copies:** 5**First Submission Due:** June 25**Subsequent Submissions Due:** June 25**Government Acceptance Required:** Yes**Government Response Due:** 30 Days After Receipt**Remarks:** An Estimate-At-Completion (EAC) will be submitted yearly (June 25) in conjunction with this Contract Deliverable.**Format/Content Requirements and Instructions:**

The Contract Funds Status report is designed to supply funding data to the USPTO Project Manager and the COTR for: (1) updating and forecasting contract funding requirements through Task Orders, (b) planning and decision making on funding changes in contracts, (c) developing funding requirements and budget estimates in support of approved Task Orders, and (d) determining funds in excess of contract needs and available for deobligations, and (e) obtaining rough estimates of termination costs.

Application/Interrelationship:

The Contract Funds Status Report shall be submitted to USPTO on a yearly basis no later than 25 calendar days following the end of the month of May.

Data reported in the Contract Funds Status Report will pertain to all authorized Task Orders, including both priced and unpriced effort and forecasted tasks not yet authorized.

The level of detail to be reported will be by the contract line item number (CLIN) for acquired hardware and acquired software (if any), and by Task Order for Labor/ODCs.

Preparation Instructions:

The Contract Funds Status Report shall be submitted in accordance with the following format provided in Figure 1 and the following requirements:

Item 1: Contract Line Item Task Order: For Labor, data is to be entered by individual Task Order number and the period of performance. Procurements for Hardware and Software will be listed as a single line item under the appropriate Government Fiscal Year (GFY). A separate line for FCCOM, Base, and Award Fee will also be listed.

000181

FORMAT/CONTENT REQUIREMENTS AND INSTRUCTIONS (Cont'd)

DELIVERABLE NUMBER: FN02 p. 2

Item 2: Funding Authorized to Date: Contract funding authorized to date through reporting period.

Item 3: Accrued Expenditures and Open Commitments: For this report the following definitions will apply:

Accrued Expenditures. For this report, include recorded or incurred costs as defined within the Allowable Cost, Fee, and Payments Clause for cost type contracts or the Progress Payments Clause for fixed price contracts, plus the estimated fee or profit earned. Such costs include:

Actual payments for services or items purchased directly for the contract.

Progress payments made to subcontractors.

Open Commitments. For this report, open commitments are costs incurred (issued purchase orders and subcontract modifications, if any subcontractors are utilized), but not necessarily paid.

Item 4: Authorized Work-Not Definitized: Enter the estimated price for the authorized and signed Task Orders in accordance with Standard Form 1411 burdened costs. Amounts for contract changes will not be included in this item until they have been priced and incorporated in the contract through a formal modification to the contract.

Item 5: Authorized Work-Not Definitized: Enter the contractor's estimate of the funding requirements (burdened costs) for performing required work (Task Orders) for which firm contract prices have not yet been agreed to in writing by the parties to the contract. Report values only for Task Order work for which written authorization has been received. Enter in Narrative Remarks a brief, but complete, explanation of the reason for the change in funds, if required.

Item 6: Authorized Work-Subtotal: Enter the total estimated price for each Task Order and CLIN authorized.

Item 7: Forecast: Enter an estimate of funding requirements for Task Orders, provisional tasks, and changes proposed by the Government or by the contractor, but not yet directed by the contracting officer. Also provide an estimate for FCCOM, Base and Award Fee to the appropriate line(s). In the Narrative Remarks, state each Task Order and Task Order number or change document number and estimated value of each.

Item 8: Total Requirements: Enter an estimate of total fund requirements for Task Orders authorized and forecast. This will be the sum of Items 6 and 7.

Item 9: Funds Carryover: The item 9 column is applicable to only CLINs for acquired hardware and acquired software. Report the amount by which the prior fiscal year funding was in excess of the prior year's requirement. If there is no carryover, report zero. Specific instructions for the use of this item may be made a part of the contract.

Item 10: Total Funds Required: Enter the total funds required by subtracting Funds Carryover (Item 9) from Total Requirements in Item 8.

000182

DELIVERABLE NUMBER: FN02 p. 3

Item 12: Budget at Completion: Provide burdened costs and fee for each authorized Task Order/CLIN. Budget at Completion is based on the period of performance and not a single Government Fiscal year.

Narrative Remarks: A separate sheet will be used to submit any additional information or remarks which support or explain data submitted in this report. Information changes will also be reported in the Remarks Section.

CONTRACT DELIVERABLE DESCRIPTION

Deliverable Number: FN06	
Title/Description: Estimate-At-Completion (EAC)	
Frequency of Submission: Yearly	No. of Copies: 5
First Submission Due: June 25	
Subsequent Submissions Due: June 25	
Government Acceptance Required: Yes	
Government Response Due: 30 days after receipt	
Remarks: Submitted yearly in conjunction with the Contract Funds Status Report (FN02).	
<p>Format/Content Requirements and Instructions:</p> <p>The Estimate-At-Completion (EAC) is the contractor's best estimate of funds required to perform the totality of the work that has been authorized. The EAC is comprised of two segments:</p> <p>A. <u>Actuals</u>. Actual expenditures and accruals through the last accounting month for which data are available, prior to submittal of the EAC.</p> <p>B. <u>Estimate-At-Completion</u>. The contractor's forecast of expenditures from the date of the actuals through the completion of the tasking. The issue of accruals versus forecast will be resolved in accordance with best judgment of the contractor, and the resolution of these issues will be provided in Pricing Notes. It is necessary that the EAC reflect the total, whatever the resolution.</p> <p>A variance analysis is required for each Task Order in Section 3.1 and CLIN in Section 4.1 for which the EAC varies from the budget baseline by +/- 10%.</p> <p>The content of the EAC is as follows:</p> <ul style="list-style-type: none"> Y Section 1.0 -- Introduction Y Section 2.0 - Comparison of budget baseline vs. EAC at the Project level by CLINs for Labor, acquired hardware and acquired software (if any). Y Section 3.0 - Labor EAC Y Section 3.1 - Comparison of budget baseline vs. EAC by cost element within Task Order (Labor) 	

000184

FORMAT/CONTENT REQUIREMENTS AND INSTRUCTIONS (Cont'd)

DELIVERABLE NUMBER: FN06 pg. 2

- ✕ Section 3.2 - Comparison of budget baseline vs. EAC by task within Task Order (Labor)
- ✕ Section 3.3 - EAC supporting data - Task Order by month
- ✕ Section 3.4 - Cost variance explanations by Task Order
- ✕ Section 4.0 - Acquired Hardware and Acquired software (if any) EAC
- ✕ Section 4.1 - Comparison of budget baseline vs. EAC by subcontract
- ✕ Section 4.2 - EAC supporting data - CLIN by month
- ✕ Section 4.3 - Cost variance explanations by CLIN

000185

SAMPLE

**BUDGET BASELINE VS EAC
PERIOD OF PERFORMANCE**

SECTION 2.1

	BUDGET	EAC	VARIANCE AMOUNT	VARIANCE PERCENT
BEFORE				
TASK ORDER:	0.00	0.00	0.00	0.00
TASK ORDER:	0.00	0.00	0.00	0.00
TASK ORDER:	0.00	0.00	0.00	0.00
TASK ORDER:	0.00	0.00	0.00	0.00
TASK ORDER:	0.00	0.00	0.00	0.00
TASK ORDER:	0.00	0.00	0.00	0.00
TASK ORDER:	0.00	0.00	0.00	0.00
TASK ORDER:	0.00	0.00	0.00	0.00
TASK ORDER:	0.00	0.00	0.00	0.00
TASK ORDER:	0.00	0.00	0.00	0.00
SUBTOTAL:	0.00	0.00	0.00	0.00
REQUIRED HARDWARE	0.00	0.00	0.00	0.00
REQUIRED SOFTWARE	0.00	0.00	0.00	0.00
TOTAL	0.00	0.00	0.00	0.00

000187

SAMPLE

**BUDGET BASELINE VS EAC BY GFY
GFY 199X**

SECTION 2.2

	BUDGET	EAC	VARIANCE AMOUNT	VARIANCE PERCENT
TASK ORDER:	0.00	0.00	0.00	0.00
TASK ORDER:	0.00	0.00	0.00	0.00
TASK ORDER:	0.00	0.00	0.00	0.00
TASK ORDER:	0.00	0.00	0.00	0.00
TASK ORDER:	0.00	0.00	0.00	0.00
TASK ORDER:	0.00	0.00	0.00	0.00
TASK ORDER:	0.00	0.00	0.00	0.00
TASK ORDER:	0.00	0.00	0.00	0.00
TASK ORDER:	0.00	0.00	0.00	0.00
SUBTOTAL:	0.00	0.00	0.00	0.00
REQUIRED HARDWARE	0.00	0.00	0.00	0.00
REQUIRED SOFTWARE	0.00	0.00	0.00	0.00
TOTAL	0.00	0.00	0.00	0.00

LABOR

0000188

SAMPLES

**BUDGET BASELINE VS EAC
COST ELEMENT BY TASK ORDER**

SECTION 3.2

[illegible]

SAMPLE

**BUDGET BASELINE VS EAC
TASK LEVEL BY TASK ORDER**

SECTION 3.3

TASK ORDER:	NUMBER	TITLE	BUDGET	EAC	VARIANCE	
					AMOUNT	PERCENT
000190	9X-1.1		0.00	0.00	0.00	0.00
	9X-1.2		0.00	0.00	0.00	0.00
	9X-1.3		0.00	0.00	0.00	0.00
	9X-1.4		0.00	0.00	0.00	0.00
	9X-1.5		0.00	0.00	0.00	0.00
	9X-1.6		0.00	0.00	0.00	0.00
	9X-1.7		0.00	0.00	0.00	0.00
TOTAL:			0.00	0.00	0.00	0.00

SAMPLE

**FUNDED VS EAC
SUMMARY**

SECTION 4.1

	FUNDED AMOUNT	EAC	VARIANCE AMOUNT	VARIANCE PERCENT
TASK ORDER:	0.00	0.00	0.00	0.00
TASK ORDER:	0.00	0.00	0.00	0.00
TASK ORDER:	0.00	0.00	0.00	0.00
TASK ORDER:	0.00	0.00	0.00	0.00
TASK ORDER:	0.00	0.00	0.00	0.00
TASK ORDER:	0.00	0.00	0.00	0.00
TASK ORDER:	0.00	0.00	0.00	0.00
TASK ORDER:	0.00	0.00	0.00	0.00
TASK ORDER:	0.00	0.00	0.00	0.00
SUBTOTAL:	0.00	0.00	0.00	0.00
REQUIRED HARDWARE	0.00	0.00	0.00	0.00
REQUIRED SOFTWARE	0.00	0.00	0.00	0.00
TOTAL	0.00	0.00	0.00	0.00

000191

Deliverable Number: FN07

Title/Description: Resource Estimate

Frequency of Submission: As required

No. Of Copies: 5

First Submission Due: 5 working days after receipt of Government Technical or Contracts direction

Subsequent Submissions Due: As Required

Government Acceptance Required: Yes

Government Response Due: 10 working days after receipt of the Resource Estimate. The Government will either authorize or reject the estimate in writing

Remarks: Once the Resource Estimate has been approved, the Contractor will provide updates to the TM02, Task Management Plan.

Format/Content Requirements and Instructions:

Resource Estimates are provided to the Government to estimate additional work in an existing Task Order, to estimate new or unauthorized tasks, or to document the descoping of a Task Order. The Resource Estimate consists of the following sections:

- Y Technical Approach.
- Y Schedule
- Y Deliverables
- Y Sizing Assumptions:
- Y Resource Estimate Summary

Technical Approach

The technical approach is a narrative section that states the overall task objectives and the basic activities necessary to achieve the objectives.

Schedule

The schedule is a bulletized list of the major milestones and deliverables to be performed in the task. Each item will include a scheduled completion date.

FORMAT/CONTENT REQUIREMENTS AND INSTRUCTIONS (Cont'd)

DELIVERABLE NUMBER: FN07 p.2

Deliverables

The major contract deliverables are listed with a title and CDRL number or a highly descriptive title if no CDRL is assigned.

Sizing Assumptions

The sizing assumptions address the basis for the resource estimate. The source of the requirement will be referenced (for example, a task objective statement or a Government request for an estimate). There will be an explanation of the assumptions used in estimating the various direct cost elements (for example, labor, travel) and a list of other direct costs and material items required for successful completion of the task.

Resource Estimate Summary

A resource estimate summary provided to the Government with the total cost per contractor cost element of the described task or activity. If there are multiple Task orders or CLINs involved in the estimate then the resource estimate will separate the estimate and provide a cost column for each Task Order and/or CLIN along with a total column for the total cost of the task.

FN07 Co. original

15 Jun 95

SAMPLE

**TASK ORDER 95-
REVISED BASELINE SUMMARY
FN07 SUBJECT**

	CURRENT TM02 GEYS BUDGET	CURRENT TM02 BEY08 BUDGET	NEW FN07 GEYS	NEW FN07 GEYS	REMOVED GFY95 BUDGET IF APPROVED	REMOVED GFY96 BUDGET IF APPROVED
LABOR MANHOURS						
ACTIVITY A0:						
LABOR CATEGORY A	0	0	0	0	0	0
LABOR CATEGORY B	0	0	0	0	0	0
LABOR CATEGORY C	0	0	0	0	0	0
LABOR CATEGORY D	0	0	0	0	0	0
LABOR CATEGORY E	0	0	0	0	0	0
LABOR CATEGORY F	0	0	0	0	0	0
TOTAL MANHOURS:	0	0	0	0	0	0
LABOR COSTS						
ACTIVITY A0:						
LABOR CATEGORY A	0	0	0	0	0	0
LABOR CATEGORY B	0	0	0	0	0	0
LABOR CATEGORY C	0	0	0	0	0	0
LABOR CATEGORY D	0	0	0	0	0	0
LABOR CATEGORY E	0	0	0	0	0	0
LABOR CATEGORY F	0	0	0	0	0	0
TOTAL:	0	0	0	0	0	0
TOTAL LABOR COSTS:	0	0	0	0	0	0
FIXES	0	0	0	0	0	0
MATERIALS	0	0	0	0	0	0
PERMITS	0	0	0	0	0	0
INSTR/G&A	0	0	0	0	0	0
USA	0	0	0	0	0	0
TOTAL DOLLARS	0	0	0	0	0	0

NOTES:
The budget baseline is based on TM02, Revision X, dated Month/Day/Year

000194

RESOURCE ESTIMATE

**TASK ORDER 85-XX
FN07 SUBJECT**

HOURS				COSTS			
	<u>GEY95</u>	<u>GEY96</u>	<u>TOTAL</u>		<u>GEY95</u>	<u>GEY96</u>	<u>TOTAL</u>
FACILITY AVO: (Labor Categories)				FACILITY AVO: (Labor Categories)			
LABOR CATEGORY A	0	0	0	LABOR CATEGORY A	0	0	0
LABOR CATEGORY B	0	0	0	LABOR CATEGORY B	0	0	0
LABOR CATEGORY C	0	0	0	LABOR CATEGORY C	0	0	0
LABOR CATEGORY D	0	0	0	LABOR CATEGORY D	0	0	0
LABOR CATEGORY E	0	0	0	LABOR CATEGORY E	0	0	0
LABOR CATEGORY F	0	0	0	LABOR CATEGORY F	0	0	0
TOTAL HOURS	0	0	0	SUBTOTAL	0	0	0
				(Unburdened Labor Cost)			
				TOTAL LABOR COSTS	0	0	0
				(Burdened Labor cost)			
				ODDS	0	0	0
				MATERIALS	0	0	0
				SERVICES (CAS)	0	0	0
				G&A/ODMS	0	0	0
				TOTAL DOLLARS	0	0	0
				BASE FEE	0	0	0
				FOCOM	0	0	0
				TOTAL	0	0	0

SAMPLE

000195

Deliverable Number: FN09

Title/Description: Commitment System Status Report

Frequency of Submission: 3 times a year **No. of Copies:** 5

First Submission Due: October 25

Subsequent Submissions Due: January 25 and June 25

Government Acceptance Required: Yes

Government Response Due: 30 days after Receipt

Remarks: None

Format/Content Requirements and Instructions:

The Commitment System Report is designed to report on open purchase and subcontract commitments (if subcontractors are utilized) to the USPTO Project Manager and the COTR in order to: (1) Track Costs associated with Contract Line Item Number (CLIN) Purchase Orders, acquired hardware (LTOP, Maintenance, Miscellaneous, and Purchase Payments, if appropriate), and acquired software (Software Licenses, if appropriate). (2) Show the estimated budget required for completion on open commitments, and (3) Show the overall approved Budgeted amount compared to Actual commitments for those CLINs applicable to acquired hardware and acquired software.

Application/Interrelationship:

Data reported in the Commitment System Status Report will consist of all open commitments and subsequent direct costs incurred (closed commitments) for each contract Task Order (including labor, acquired hardware, and all acquired software) on a fiscal year basis. When used in conjunction with the approved budget the commitment data will help explain actual budget variances and will provide input for estimate at completion.

Payment data shown on the Commitment System Status Report (specifically the month in which previously (unpaid) commitments were closed (paid)) will indicate to USPTO that actual costs were incurred by the contractor.

Preparation Instruction:

The Commitment System Status Report will be submitted in accordance with formats provided in the Attachments and the following requirements:

For this report, open commitments are legal purchase obligations assumed, but not paid.

FORMAT/CONTENT REQUIREMENTS AND INSTRUCTIONS (Cont'd)

DELIVERABLE NUMBER: FN09 p. 2

Labor

Enter Purchase Order (P.O.) information on a single line under the individual task order by task in which the costs have been applied. The line will consist of a brief description, P.O. Number, P.O. Value, Invoice Amount, Paid Amount, and Open Amount.

Acquired Hardware (if appropriate)

Enter the baseline budget for (LTOP, Maintenance, Miscellaneous and Purchase) approved by USPTO for each subcontract (if subcontractors are utilized) as an open commitment on a monthly basis. Payment amounts will be entered into the closed line on each individual item to correspond with the budgeted amount. If the payment amount is less than the budgeted amount the outstanding balance will represent the open commitment.

Provide a total for open and closed commitments on a monthly basis.

Provide a cumulative total for open and closed commitments.

Provide an End of Year Carryover projection.

Acquired Software (if appropriate)

This report will be in the same format as CLIN 0002. Subcontractor budget (if a subcontractor is utilized) will present the open amount and payments will be entered according to the month budgeted.

Provide a total for open and closed commitments on a monthly basis.

Provide a cumulative total for open and closed commitments.

Provide an End of Year Carryover projection.

Narrative Remarks:

A separate section will be used to submit any additional information of remarks which support or explain data submitted in this report. This section will be organized by subcontract vendor (if a subcontractor is utilized) and will address each of the four (4) categories of cost: lease, maintenance, miscellaneous, and purchase.

000197

SAMPLE

FN09 - COMMITMENT SYSTEM STATUS REPORT
PTO CLIN 0001 OPEN COMMITMENTS FOR GFY94 BY TASK ORDER
PERIOD ENDING: JUNE 30, 1994

DESCRIPTION	P.O. NO.	P.O. VALUE	INVOICE AMOUNT	PAID AMOUNT	OPEN AMOUNT	STAT	NOTES
PAGER SERVICES		0.00	0.00	0.00	0.00	O	
IPA: DOCUMENTATION		0.00	0.00	0.00	0.00	O	
IPA: SLSS DOCUMENTS		0.00	0.00	0.00	0.00	P	
IPA: DOCUMENTATION		0.00	0.00	0.00	0.00	P	
SERV: ADMIN ASSIST		0.00	0.00	0.00	0.00	O	
TASK SUM OF PURCHASE ORDERS: 94-3.2					10.00		

SUBCONTRACT BUDGET MAY 94	0.00	0.00	0.00	0.00	0.00	O	
SUBCONTRACT BUDGET JUN 94	0.00	0.00	0.00	0.00	0.00	O	
SERV: ADMIN ASST	0.00	0.00	0.00	0.00	0.00	P	

TASK SUM OF PURCHASE ORDERS: 94-3.3 10.00

TASK ORDER SUM OF PURCHASE ORDERS: 94-3 10.00

000198

REF SYSTEM STATUS REPORT (ORSON) (P.0001)

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THE COMMITMENTS

THREE CONSTITUENTS

000200

CONTRACT DELIVERABLE DESCRIPTION

Deliverable Number: GD13

Title/Description: Special Study and Analysis Report (White Paper)

Frequency of Submission: One for each formal Study/Analysis performed **No. Of Copies:** 10

First Submission Due: As specified in each Task

Subsequent Submissions Due: As tasked

Government Acceptance Required: Yes

Government Response Due: As tasked

Remarks: The Special Study and Analysis Report (White Paper) is used to convey the results of a spectrum of tasks, including engineering analysis, trade studies, system engineering approaches and system architecture. Generally, such tasks are to be performed on a one-time, situation-specific basis.

Format/Content Requirements and Instructions:

Content and Formal Instructions. The Special Study and Analysis Report shall be in accordance with the following content and general format instructions. Within this general format the contractor shall develop and tailor the contents to be in accordance with the specific task.

Y Title -- Special (Study, Analysis, or White Paper of 3-5 word abbreviated study/analysis descriptive title.

Y Section 1 - Introduction -- This section shall briefly describe the purpose and nature of the study, analysis, or white paper. It also shall discuss in detail the appropriate background information leading to the study. A summary of previous study or analysis results with an impact on this effort should be included

Y Section 2 - Applicable Documents -- This section shall list the specifications, standards and other documents necessary for development of the report. In addition, the document title, number, date of issue, etc., shall be provided for each document.

Y Section 3 - Study/Analysis Criteria -- This section should state the specific study and analysis criteria and assumptions used to conduct the effort. It should discuss the following major areas of study criteria and preparations:

000201

FORMAT/CONTENT REQUIREMENTS AND INSTRUCTIONS (Cont'd)

DELIVERABLE NUMBER: GD13 pg. 2

- 3.1 General study criteria and assumptions to bound and scope the study or analysis
- 3.2 Range of data and parameter values
- 3.3 Accuracy requirements as required
- 3.4 Module/submodule requirements
- 3.5 Data rates (Minimum to maximum) as required
- 3.6 Version, Release or specific equipment involved
- 3.7 Definition of Error and failure criteria
- 3.8 Special Study or Analysis preparations

Y Section 4 - Study/Analysis Results -- This section shall list the results of the study/analysis based on the data collected during the study/analysis. Each course of action or tradeoff examined should be described with the pros and cons reviewed. Amplifying information collected or examined should be included or referred to as required. Opinions of the study or analysis conductor as to the cause or validity of results should be included. Detailed records, displays, diagrams, etc. of results should be included as required.

Y Section 5 - Evaluation Criteria -- This section shall state the criteria for evaluation of the study or analyses conducted. It shall describe the range of data and parameter values studied and identify any functional deficiencies, limitations, or constraints detected during the study or analysis process.

Y Section 6 - Study/Analysis Evaluation -- This section shall include an overall analysis of the problem or issue studied. If applicable, this section shall include an assessment of the manner in which the study/analysis environment is different from the operational environment and its effect on the operational or functional capabilities studied. A general statement shall be made on the results of the study/analysis as to capability of the module, submodule, or element studied to meet approved system requirements or specifications. A statement should be provided for each operational or functional deficiency detected and the impact on system performance if the deficiency is retained or if the deficiency is corrected.

Y Section 7 - Recommendations -- This section shall contain an itemized list of actions, changes, improvements, or enhancements which were determined by the study or analysis to be desirable. Accompanying each item shall be a discussion of the additional capability provided and the impact on the system design. If no actions, changes, improvements, or enhancements are recommended, a clear statement of this conclusion should be made.

Y Appendix A - Glossary -- This glossary should be provided to list all of the study or analysis terms, abbreviations, and definitions used in the report.

CONTRACT DELIVERABLE DESCRIPTION

Deliverable Number: TM02

Title/Description: Task Management Plan (TMP)

Frequency of Submission: See Remarks **No. of Copies:** 10 + Magnetic Media

First Submission Due: See Remarks

Subsequent Submissions Due: As required following approval of a Resource Estimate (CDRL FN07)

Government Acceptance Required: Yes

Government Response Due: 10 Working Days After Receipt

Remarks: For LOE Task Orders, a Task Management Plan shall be prepared by the contractor within 30 days after Government approval of a Task Description. For Discrete Task Orders, a Task Management Plan shall be prepared within 10 days of the Government providing an Activity Description download.

Format/Content Requirements and Instructions:

A Task Management Plan (TMP) shall be prepared by the contractor to describe the work scope, schedule, technical requirements, and resources required for the performance of each Task Order proposed by either the Government or the contractor.

The TMP shall fully describe the technical scope, schedule, resources, and costs associated with executing a Task Order.

Preparation Instructions:

The TMP shall, as a minimum, consist of the following data elements:

Section 1. Introduction

The Introduction shall consist of the following:

- A brief description of the Scope of the Task Order and the Period of Performance
- Identification of the applicable Statement of Work reference from Section C of the Contract that applies to the effort described in the TMP

FORMAT/CONTENT REQUIREMENTS AND INSTRUCTIONS (Cont'd)

DELIVERABLE NUMBER: TM02 pg. 2

- Responsibility Assignment Matrix for the Task Order, at the task level
- Task Management Plan organization.

Section 2. Task Description

The Task Description section shall consist of the following:

- A brief introduction to the technical effort
- Assumptions that may be appropriate to the effort. Every attempt will be made to include assumptions and constraints in the task descriptions
- Work Breakdown Structure (WBS)
- Task-by-Task Description and Schedule
 - For Level of Effort Task Orders, descriptions will be provided that include an Objective, Task-level Assumptions/Constraints, descriptions of the Activities identified in the WBS, Deliverables, Schedule, Task Manager, USPTO Dependencies, and Other Task Dependencies. The Task Order schedule will normally be the period of performance for the Task Order.
 - For Discrete Task Orders, the descriptions will consist of the Network Activity Descriptions provided by USPTO in a download of activity network and narrative description data. Schedule information will be included with the individual Activity Descriptions and baselined activity network.

The Task Order schedule will serve as the baseline against which Task Order schedule performance will be reported in contract deliverable FNO1 (Monthly Status Report).

Section 3. Cost Proposal

An estimate of contractor and subcontractor (if a subcontractor is utilized) labor hours and costs shall be provided with each TMP. Resource estimates shall be provided at the task level for each month of the task period of performance. Contractor labor requirements shall be expressed in staffhours required by labor category. If a subcontractor is used, subcontractor requirements shall be expressed in total staffhours required per task.

The Cost Proposal Section shall consist of the following:

- Pricing Assumptions, including direct and indirect rate references (note the specific rates will not be included in the TMP), accounting calendar
- Facilities Capital Cost of Money (FCCOM) calculation at the total Task Order level
- Task Order Level
 - Task Order costs by cost element by month

FORMAT/CONTENT REQUIREMENTS AND INSTRUCTIONS (Cont'd)**DELIVERABLE NUMBER:** TM02 pg. 3

- Task Order labor hours by month (roll-up labor categories)
- Task Order labor hours by month (detailed labor categories)
- Supporting Schedules for Documentation, Other Direct Costs, Local Travel, Distant Travel, and Bill of Materials
- Task Level
 - Task costs by cost element by month
 - Task labor hours by month (roll-up labor categories)
 - Task labor hours by month (detailed labor categories)

The Task Order cost estimate will serve as the baseline against which Task Order actual costs will be reported in deliverable FNO1, Monthly Status Report.

Mechanized Data Submissions

The contractor shall submit cost proposal information in accordance with the data format attached.

Section 4. Contract Deliverables

The contractor shall, in the TMP, reference the appropriate contract deliverable number and title from the contract Statement of Work for all deliverables to be provided during the course of Task Order execution. Deliverables may be tailored, subject to USPTO approval, by the contractor to meet any unique Task Order requirements. In the event that a description of the proposed data deliverable is not contained in from the contract Statement of Work, the contractor shall provide a recommended description to be approved by USPTO and incorporated in the contract Statement of Work through a modification to the contract.

The Contract Deliverables section shall consist of the following:

- CDRL Number
- Deliverable Title
- Task/Activity Number
- Network Activity Code
- Program Code, as applicable
- Delivery Date

Mechanized Data Submissions

The contractor shall submit contract deliverables information in accordance with the attached format.

Task Order Budget Download Requirements September 1995

This document explains the requirements for submitting task order budget data electronically. An example of the format is provided.

A budget download is submitted with each approved Task Management Plan. A hard copy of the TMP must accompany the download for data verification. The download must be submitted as a flat ASCII data file, i.e., must contain no special word processing or other characters. No double or single quotes ("", ') are to be present in the file.

Budget data is provided using comma separated values (CSV) format, i.e., each value in the line is separated from the others by a comma. Each line in the file represents one fiscal year's worth of dollars or hours for a given task, year, contractor, group, and cost element combination. The file must contain the entire budget for the task order.

Each file must be named using the following convention:

d<task order code>.<month><day>

The 'd' prefix identifies the file as a download.

The <task order code> is a four digit code and does not contain a dash. For example, use "9513" for task order 95-13. Use "9501" for task order 95-1.

The <month> must be a single character, numeric for the first nine months of the calendar year, alphabetic for the last three months. For example:

January	1
February	2
March	3
April	4
May	5
June	6
July	7
August	8
September	9
October	O (the letter O, not the number 0)
November	N
December	D

The <day> is a 2 digit number identifying the day of the month.

The month and day combination identify the effective date of the Task Management Plan.

Examples:	d9501.311	Budget for 95-1, effective March 11th
	d9519.d01	Budget for 95-19, effective December 1st

The first line of the file must be a comment indicating the effective date of the Task Management Plan. Use the pound sign (#) to provide a comment line, e.g.,

Effective 8/12/95

000206

Task Order Budget Download Requirements (continued)

Each budget record is a single line containing 12 monthly dollar or hour values; each line consists of a total of 18 fields as follows:

1. Data Type Flag Either C (Cost values) or H (Hours values)
2. Task Number e.g., 95-1.1
3. Fiscal Year format YYYY, e.g., 1995
4. Contractor One of the following: Contractor Subcontractor
5. Group One of the following: FACA FACO
(Group can also be null - see Category below)
6. Category One of the following cost element categories:

Group must be FACA or FACO for these categories

- | | |
|----|----------------------------|
| 01 | Labor Category A |
| 02 | Labor Category B |
| 03 | Labor Category C |
| 04 | Labor Category D |
| 06 | Labor Category E |
| 17 | Labor Overhead |
| 20 | Lump-Sum Budget Adjustment |
| 25 | Non-Exempt |

Group can be null for these categories

- | | |
|----|-----------------------------------|
| 00 | Subcontractor |
| 10 | ODC's |
| 11 | Materials |
| 12 | Services |
| 14 | G&A and ODMS (Non-Labor Overhead) |

- 7-18. Budget values for each month of the fiscal year, starting with the October value. Do not use commas, dollars signs, or spaces in the values. Negative numbers are not allowed.
An example of a series of budget values follows:

0.00,9064.88,12000.22,15000.65,0.00,etc...

A Sample Data File is shown below. Lines are shown wrapped as they exceed 80 characters.

```
C,95-15.1,1995,PRC,FACA,01,0.00,0.00,263.59,3183.84,0.00,1382.30,1202.00,0.00,0.00,0.00,0.00,0.00
C,95-15.1,1995,PRC,FACA,03,0.00,0.00,0.00,0.00,0.00,863.42,750.80,0.00,0.00,0.00,0.00,0.00
C,95-15.1,1995,PRC,,10,0.00,0.00,39.50,39.50,0.00,0.00,0.00,0.00,0.00,0.00,0.00,0.00
C,95-15.1,1995,PRC,,11,0.00,0.00,0.00,0.00,0.00,15590.00,0.00,0.00,0.00,0.00,0.00,0.00
C,95-15.1,1995,CAS,,12,0.00,0.00,0.00,0.00,0.00,0.00,0.00,0.00,0.00,0.00,0.00,0.00
C,95-15.1,1995,PRC,,14,0.00,0.00,120.15,1287.42,0.00,1444.62,820.13,0.00,0.00,0.00,0.00,0.00
C,95-15.1,1995,PRC,FACA,17,0.00,0.00,271.77,5246.13,0.00,2289.65,2168.47,0.00,0.00,0.00,0.00,0.00
```

CDRL Download Requirements

June 14, 1995

A CDRL Download is provided when the Task Management Plan (TM02) is accepted for a new Task Order. The download must be provided before any deliverables, other than the Task Management Plan itself, are submitted. This document explains how to prepare a CDRL Download file.

A. The file format is as follows:

- ASCII data with Comma Separated Values
- Quotation Marks surrounding the values are optional
- No spaces are permitted within the values, except within the title
- No commas are allowed within any value, including the title
- Each line represents ONE record and must contain values or place holders for all 14 of the data elements identified in section C.

B. The file naming convention is as follows:

- format: cdrl<task order code>.<first 3 chars of contractor code>
- Omit any dashes from the task order code. Ex: cdrl9520.xxx
- Standard Contractor Codes are 4-character codes that are defined by USPTO

C. The following values are provided in the flat file:

1. New Record Flag - must equal "NEW". This is provided to support a planned capability to submit updated deliverable information. Not case sensitive.
2. Deliverable ID - unique identifier number from the contractor's database. This identifies which deliverables were provided via CDRL download; it also supports the planned capability to submit updated deliverables.
3. Activity Code - The TASK Activity Code (as opposed to the network activity code) with which the deliverable is associated. This code also identifies the Task Order and Task Code.
Ex: 95-13.1.1.
4. PE Code - the NETWORK activity code (as opposed to the task activity code) with which the deliverable is associated.
Ex: "GLOPAT-100-022"
5. Duration - the duration of the associated network activity.

000208

CDRL Download Requirements (continued)

6. Negotiated Labor - the negotiated staff months associated with the network activity. A staff month is 21.5 days. Used for earned value calculations.
7. CDRL Code - The deliverable category, e.g., "TM02". A complete list of codes is available from the COTR.
8. Title - The title of the deliverable.
9. Draft/Final Flag - identifies the deliverable as "d" (Draft) or "f" (Final). Not case sensitive.
10. Government Acceptance Required - provide "y" (yes), "n" (no), or "" (not applicable). Not case sensitive.
11. Frequency - Provide one of the following alphabetic codes:

A - Annual	Q - Quarterly	M - Monthly
SM - Semi-Monthly	W - Weekly	BW - Bi-weekly
D - Daily	OT - Onetime	
12. Number of Copies - the number of copies of the deliverable required.
13. Due Date - the deliverable due date, in the format DD-MMM-YY or MM/DD/YY.
14. Primary Deliverable Flag - Provide "y" if the deliverable represents completion of a network activity. Provide a null value ("") if the deliverable is not a primary deliverable.

D. Following is an example of a CDRL Download File:

```
"NEW","1232","95-14.3.1","PTCSOM-OEM-130","20","1.7","GD16","Letter of Completion for Setup and Establish Configuration Management Control for OEMS","F","","AR","2","02/01/1995","y"
"NEW","1233","95-14.1.3","PTCSOM-OEM-135","1",".3","GD17","Meeting Minutes for Briefing of the OEMS Assessment Findings/Recommendations Report","F","","AR","7","02/09/1995","y"
"NEW","1234","95-14.1.1","PTCSOM-OEM-105","15","2.5","GD18","OEMS Hardware and Software Technical Memorandum","F","N","AR","1","01/03/1995","y"
"NEW","1237","95-14.2.1","PTCSOM-OEM-150","20",".5","PTO-CM-01","OEM Requirements Traceability Document","F","Y","AR","AR","03/24/1995","y"
"NEW","1238","95-14.1.2","PTCSOM-OEM-110","25","3.8","PTO-RP-01","Draft OEMS Assessment Findings/Recommendations Report","D","Y","OT","10","02/08/1995","y"
"NEW","1239","95-14.1.4","PTCSOM-OEM-145","10",".3","PTO-RP-01","Final OEMS Assessment Findings/Recommendations Report","F","Y","OT","10","03/10/1995","y"
"NEW","1240","95-14.2.1","PTCSOM-OEM-150","20",".5","PTO-SP-03","Updated PTCS Requirements Specifications Document","F","Y","AR","10","03/24/1995","y"
```

000209

06-Jul-95 15:54

SAMPLE
TOTAL COSTS
TASK ORDER LEVEL
TASK ORDER: 99-1 EXAMPLE TASK ORDER

GFY: 1995

	OCT	NOV	DEC	JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEP	GFY
CONTRACTOR LABOR COSTS													
FACILITY A													
LABOR CATEGORY A	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
LABOR CATEGORY B	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
LABOR CATEGORY C	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
LABOR CATEGORY D	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
LABOR CATEGORY E	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
LABOR CATEGORY F	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
SUBTOTAL FACILITY A	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
TOTAL LABOR COSTS	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
DOLLAR	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
TRAVEL	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
CHANDIR	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
MATERIAL	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
SERVICES	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
GRAND TOTALS	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00

1995 TOTAL DOLLARS

GRAND TOTAL DOLLARS

0000210

SAMPLE

**LABOR HOURS
TASK ORDER LEVEL BY GFY
TASK: 99-1 EXAMPLE TASK ORDER**

GFY: 1995

	OCT	NOV	DEC	JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEP	GFY
CONTRACTOR LABOR HOURS													
FACILITY A	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
LABOR CATEGORY A	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
LABOR CATEGORY B	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
LABOR CATEGORY C	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
LABOR CATEGORY D	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
LABOR CATEGORY E	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
LABOR CATEGORY F	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
SUBTOTAL	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
CONTRACTOR TOTAL HOURS	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
1995 TOTAL HOURS	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
1995 CONTRIBUTION STAFF MONTHS	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
GRAND TOTAL HOURS													0.00
GRAND TOTAL STAFF MONTHS													0.00

000211

SAMPLE

**SCHEDULE B.2: DOCUMENTATION
TASK ORDER LEVEL
TASK ORDER: 99-1 EXAMPLE TASK ORDER**

ACTIVITY	MONTH	CDRL	TYPE	DOCUMENT NAME	PAGES	ART PAGES	FOUO/JI PAGES	VOLUMES	INTERNAL COPIES	CLIENT COPIES	TOTAL COST
99-1.1.1	JUL 95	N/A	F	SAMPLE	0	0	0	0	0	0	0.00
CITY 1995 TOTAL FOR TASK: 99-1.1											0.00

TOTAL DOCUMENTATION FOR TASK: 99-1.1											0.00
--------------------------------------	--	--	--	--	--	--	--	--	--	--	------

TOTAL DOCUMENTATION FOR TASK ORDER: 99-1

STUDENTS
1101

GFY: 1995

[illegible]

06-Jul-95 15:54

SAMPLE

**SCHEDULE B.2: DOCUMENTATION
TASK ORDER LEVEL
TASK ORDER: 99-1 EXAMPLE TASK ORDER**

ACTIVITY	MONIN	CDRL	TYPE	DOCUMENT NAME	PAGES	AMT PAGES	REDOUBT PAGES	VOLUMES	INTERNAL COPIES	CLIENT COPIES	TOTAL COST
99-1.1.1	AL 95	N/A	F	SAMPLE	0	0	0	0	0	0	0.00
TOTAL DOCUMENTATION FOR TASK: 99-1.1											
TOTAL DOCUMENTATION FOR TASK: 99-1											
TOTAL DOCUMENTATION FOR TASK: 99-1											

000214

SAMPLE
 HOURS BY LABOR CATEGORY
 TASK ORDER LEVEL
 TASK ORDER: 99-1 EXAMPLE TASK ORDER

	OCT	NOV	DEC	JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEP	QTY
1995 TOTAL HOURS	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
GRAND TOTAL HOURS:													0.00

000215

SAMPLE

SCHEDULE B.1: OTHER DIRECT COSTS
TASK ORDER LEVEL
TASK ORDER: 99-1 EXAMPLE TASK ORDER

TASK ORDER: 99-1		EXAMPLE TASK ORDER			
ACTIVITY	MONTH	ITEM NAME	QTY	UNIT	COST PER UNIT
99-1.1.1	JUL 95	ODC EXAMPLE	0	0	0.00
GET 1995 MONTH FOR TASK: 99-1.1					0.00
TOTAL OTHER DIRECT COSTS FOR TASK: 99-1.1					0.00

TOTAL ODCs FOR TASK ORDER: 99-1

06-Jul-95 15:54

SAMPLE
SCHEDULE B.3.1: LOCAL TRAVEL
TASK ORDER LEVEL
TASK ORDER: 99-1 EXAMPLE TASK ORDER

ACTIVITY	MONTH	TRIPS	R/T MILES	PARKING FEE	TOLL	COST
99-1.1.1	JUL 95	1	0.00	0.00	0.00	0.00
GTY 1995 TOTAL FOR TASK: 99-1.1						0.00
TOTAL LOCAL TRAVEL FOR TASK: 99-1.1						0.00

TOTAL LOCAL TRAVEL FOR TASK ORDER: 99-1

SAMPLE
SCHEDULE B.3.2: DISTANT TRAVEL
TASK ORDER LEVEL
TASK ORDER: 99-1 EXAMPLE TASK ORDER

AIR
FARE
0.00

HOTEL
0

PER
DIEM
0.00

RENTAL
FEE
0.00

CAR
DAYS
0

#CARS
0

NIGHTS
0

DAYS
0

#PEOPLE
0

TRIPS
0

10
THREE

ACTIVITY
FROM
JUL 95
99-1.1.1

QTY 1995 TOTAL FOR TASK: 99-1.1

0.00

TOTAL DISTANT TRAVEL FOR TASK: 99-1.1

TOTAL DISTANT TRAVEL FOR TASK ORDER: 99-1

SAMPLE

06-Jul-95 15:54

SCHEDULE C.1: BILL OF MATERIALS

TASK ORDER LEVEL

TASK ORDER: 99-1 EXAMPLE TASK ORDER

ACTIVITY	MOVIN	ITEM NAME	QTY	UNIT	COST PER UNIT	COST
99-1.1.1	JUL 95	MATERIAL EXAMPLE	0	0	0.00	0.00
QTY 1995 TOTAL FOR TASK: 99-1.1						
TOTAL MATERIAL FOR TASK: 99-1.1						0.00

0.00

TOTAL MATERIAL FOR TASK ORDER: 99-1

000219

CONTRACT DELIVERABLE DESCRIPTION

Deliverable Number: GD16
Title/Description: Letter of Completion (LOC)
Frequency of Submission: See remarks
First Submission Due: After completion of appropriate activities
Subsequent Submissions Due: N/A
Government Acceptance Required: N/A
Government Response Due: N/A
Remarks: This is an official letter from the Contractor to USPTO which advises the completion of tasks or non-CDRL deliverables
Format/Content Requirements and Instructions: At a minimum the Letter of Completion should include the following information regarding specific tasks/deliverables: I. Task Order number, task number, activity number II. Specifically state the task that has been completed or the deliverable that has been submitted, with the appropriate date. If only partial completion of any of the deliverables has occurred and the expected 30 day warning was not sent to USPTO, state in the letter which items were not completed and their new completion date.

000220

CONTRACT DELIVERABLE DESCRIPTION

Deliverable Number: GD17

Title/Description: Minutes of Meeting

Frequency of Submission: As required

No. of Copies: 5

First Submission Due: 3 working days after meeting

Subsequent Submissions Due: N/A

Government Acceptance Required: Yes

Government Response Due: No

Remarks: The PTO holds many meetings for which a record in the form of meeting minutes is required.

Format/Content Requirements and Instructions:

The Meeting Minutes shall include, as a minimum:

- the date and time of the meeting
- the attendees
- the subject of the meeting
- a synopsis of any discussions
- decisions made
- action items assigned

000221

CONTRACT DELIVERABLE DESCRIPTION

Deliverable Number: PN01	
Title/Description: Problem Notification Letter	
Frequency of Submission: As required	No. of Copies: 2
First Submission Due: 24 hours after problem identification	
Subsequent Submissions Due: N/A	
Government Acceptance Required: No	
Government Response Due: No	
Remarks: Verbal notification shall be made during normal work hours or at the beginning of the next Government work day. Verbal notification shall be followed by a written Problem Notification Letter.	
Format/Content Requirements and Instructions: Problem Notification Letter shall include, as a minimum: <ul style="list-style-type: none">• the nature of the problem• how or why the problem occurred• the steps being taken to correct the problem• the consequences of the problem• actions to prevent similar occurrences	

U.S. DEPARTMENT OF LABOR
EMPLOYMENT STANDARDS ADMINISTRATION
WAGE AND HOUR DIVISION
WASHINGTON, D.C. 20210

Wage Determination No.: 2104

Revision No.: 8

Date of Last Revision: 02/07/97

States: Dist. of Col., Maryland, Virginia

Area: MARYLAND COUNTIES OF CALVERT, CHARLES, FREDERICK, MONTGOMERY,
PRINCE GEORGE'S, ST MARY'S.
VIRGINIA COUNTIES OF ALEXANDRIA, ARLINGTON, FAIRFAX, FALLS CHURCH,
FAUQUET, KING GEORGE, LOUDOUN, PRINCE WILLIAM, STAFFORD.

** Fringe Benefits Required For All Occupations Included In
This Wage Determination Follow The Occupational Listing **

OCCUPATION CODE AND TITLE	MINIMUM HOURLY WAGE
ADMINISTRATIVE SUPPORT AND CLERICAL:	
01011 Accounting Clerk I	\$ 8.79
01012 Accounting Clerk II	\$ 10.28
01013 Accounting Clerk III	\$ 12.15
01014 Accounting Clerk IV	\$ 14.16
01030 Court Reporter	\$ 13.22
01050 Dispatcher, Motor Vehicle	\$ 13.85
01060 Document Preparation Clerk	\$ 10.25
01090 Duplicating Machine Operator	\$ 10.25
01110 Film/Tape Librarian	\$ 12.88
01115 General Clerk I	\$ 7.82
01116 General Clerk II	\$ 9.17
01117 General Clerk III	\$ 10.25
01118 General Clerk IV	\$ 14.31
01120 Housing Referral Assistant	\$ 14.82
01131 Key Entry Operator I	\$ 10.05
01132 Key Entry Operator II	\$ 11.23
01191 Order Clerk I	\$ 11.26
01192 Order Clerk II	\$ 12.44
01220 Order Filler	\$ 12.76
01261 Personnel Assistant (Employment) I	\$ 10.33
01262 Personnel Assistant (Employment) II	\$ 11.28
01263 Personnel Assistant (Employment) III	\$ 13.00
01264 Personnel Assistant (Employment) IV	\$ 15.50
01270 Production Control Clerk	\$ 14.82
01290 Rental Clerk	\$ 12.08
01300 Scheduler, Maintenance	\$ 12.08
01311 Secretary I	\$ 12.08
01312 Secretary II	\$ 13.22
01313 Secretary III	\$ 14.82
01314 Secretary IV	\$ 16.86
01315 Secretary V	\$ 18.96
01320 Service Order Dispatcher	\$ 12.08
01341 Stenographer I	\$ 13.26
01342 Stenographer II	\$ 14.87

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01400 Supply Technician	\$ 16.86
01420 Survey Worker(Interviewer)	\$ 13.22
01460 Switchboard Operator- Receptionist	\$ 10.28
01510 Test Examiner	\$ 13.22
01530 Test Proctor	\$ 13.22
01531 Travel Clerk I	\$ 7.98
01532 Travel Clerk II	\$ 8.60
01533 Travel Clerk III	\$ 9.26
01611 Word Processor I	\$ 10.48
01612 Word Processor II	\$ 12.05
01613 Word Processor III	\$ 14.95

AUTOMATIC DATA PROCESSING:

03010 Computer Data Librarian	\$ 9.97
03041 Computer Operator I	\$ 10.23
03042 Computer Operator II	\$ 12.06
03043 Computer Operator III	\$ 14.62
03044 Computer Operator IV	\$ 16.53
03045 Computer Operator V	\$ 17.79
03071 Computer Programmer I 1/	\$ 14.46
03072 Computer Programmer II 1/	\$ 16.97
03073 Computer Programmer III 1/	\$ 19.87
03074 Computer Programmer IV 1/	\$ 23.04
03101 Computer Systems Analyst I 1/	\$ 17.93
03102 Computer Systems Analyst II 1/	\$ 23.32
03103 Computer Systems Analyst III 1/	\$ 27.12
03160 Peripheral Equipment Operator	\$ 9.97

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AUTOMOTIVE SERVICE:

05005 Automobile Body Repairen, Fiberglass	\$ 18.39
05010 Automotive Glass Installer	\$ 16.45
05040 Automotive Worker	\$ 16.45
05070 Electrician, Automotive	\$ 17.44
05100 Mobile Equipment Servicer	\$ 14.43
05130 Motor Equipment Metal Mechanic	\$ 18.39
05160 Motor Equipment Metal Worker	\$ 16.45
05190 Motor Vehicle Mechanic	\$ 18.46
05200 Motor Vehicle Mechanic Helper	\$ 13.38
05250 Motor Vehicle Upholstery Worker	\$ 15.47
05260 Motor Vehicle Wrecker	\$ 16.45
05310 Painter, Automotive	\$ 17.44
05340 Radiator Repair Specialist	\$ 16.45
05370 Tire Repairer	\$ 14.43
05400 Transmission Repair Specialist	\$ 18.39

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FOOD PREPARATION AND SERVICE:

07010 Baker	\$ 11.47
07041 Cook I	\$ 10.06
07042 Cook II	\$ 11.47
07070 Dishwasher	\$ 7.23
07100 Food Service Worker (Cafeteria Worker)	\$ 7.23
07130 Meat Cutter	\$ 11.47
07250 Waiter/Waitress	\$ 7.89

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FURNITURE MAINTENANCE AND REPAIR:

09010 Electrostatic Spray Painter	\$ 17.44
09040 Furniture Handler	\$ 12.13
09070 Furniture Refinisher	\$ 17.44
09100 Furniture Refinisher Helper	\$ 13.38
09110 Furniture Repairer, Minor	\$ 15.47
09130 Upholsterer	\$ 17.44

GENERAL SERVICES AND SUPPORT:

11030 Cleaner, Vehicles	\$ 7.23
11060 Elevator Operator	\$ 7.23
11090 Gardener	\$ 10.06
11121 Housekeeping Aide I	\$ 6.44
11122 Housekeeping Aide II	\$ 7.26
11150 Janitor	\$ 7.23
11160 Laborer	\$ 9.71
11210 Laborer, Grounds Maintenance	\$ 7.89
11240 Maid or Houseman	\$ 6.39
11270 Pest Controller	\$ 10.79
11300 Refuse Collector	\$ 7.23
11330 Tractor Operator	\$ 9.33
11360 Window Cleaner	\$ 7.89

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HEALTH:

12010 Ambulance Driver	\$ 10.42
12040 Emergency Medical Technician	\$ 10.42
12071 Licensed Practical Nurse I	\$ 12.69
12072 Licensed Practical Nurse II	\$ 14.23
12073 Licensed Practical Nurse III	\$ 15.93
12100 Medical Assistant	\$ 8.69
12130 Medical Laboratory Technician	\$ 8.69
12160 Medical Record Clerk	\$ 8.69
12190 Medical Record Technician	\$ 12.05
12221 Nursing Assistant I	\$ 7.26
12222 Nursing Assistant II	\$ 8.18
12223 Nursing Assistant III	\$ 10.48
12224 Nursing Assistant IV	\$ 11.77
12250 Pharmacy Technician	\$ 10.84
12290 Phlebotomist	\$ 8.69
12311 Registered Nurse I	\$ 15.88
12312 Registered Nurse II	\$ 17.80
12313 Registered Nurse II, Specialist	\$ 19.63
12314 Registered Nurse III	\$ 21.55
12315 Registered Nurse III, Anesthetist	\$ 21.55
12316 Registered Nurse IV	\$ 25.83

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INFORMATION AND ARTS:

13002 Audiovisual Librarian	\$ 16.86
13011 Exhibits Specialist I	\$ 15.11
13012 Exhibits Specialist II	\$ 18.90
13013 Exhibits Specialist III	\$ 23.27
13041 Illustrator I	\$ 15.11
13042 Illustrator II	\$ 18.90
13043 Illustrator III	\$ 23.27
13047 Librarian	\$ 18.96

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13050	Library Technician	\$ 13.22
13071	Photographer I	\$ 13.46
13072	Photographer II	\$ 15.11
13073	Photographer III	\$ 18.90
13074	Photographer IV	\$ 23.27
13075	Photographer V	\$ 25.60

LAUNDRY, DRY CLEANING, PRESSING:

15010	Assembler	\$ 6.01
15030	Counter Attendant	\$ 6.01
15040	Dry Cleaner	\$ 7.77
15070	Finisher, Flatwork, Machine	\$ 6.01
15090	Presser, Hand	\$ 6.01
15100	Presser, Machine, Dry Cleaning	\$ 6.01
15130	Presser, Machine, Shirts	\$ 6.01
15160	Presser, Machine, Wearing Apparel, Laundry	\$ 6.01
15190	Sewing Machine Operator	\$ 8.39
15220	Tailor	\$ 8.99
15250	Washer, Machine	\$ 6.60

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MACHINE TOOL OPERATION AND REPAIR:

19010	Machine-tool Operator (Toolroom)	\$ 17.44
19040	Tool and Die Maker	\$ 21.24

MATERIALS HANDLING AND PACKING:

21010	Fuel Distribution System Operator	\$ 14.80
21020	Material Coordinator	\$ 14.64
21030	Material Expediter	\$ 14.64
21040	Material Handling Laborer	\$ 10.01
21071	Forklift Operator	\$ 10.93
21080	Production Line Worker (Food Processing)	\$ 11.25
21100	Shipping/Receiving Clerk	\$ 11.78
21120	Shipping Packer	\$ 10.99
21140	Store Worker I	\$ 8.61
21150	Stock Clerk (Shelf Stocker; Store Worker II)	\$ 10.50
21210	Tools and Parts Attendant	\$ 12.73
21410	Warehouse Specialist	\$ 11.25

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MECHANICS AND MAINTENANCE AND REPAIR:

23010	Aircraft Mechanic	\$ 18.39
23040	Aircraft Mechanic Helper	\$ 13.38
23060	Aircraft Servicer	\$ 15.47
23070	Aircraft Worker	\$ 16.45
23100	Appliance Mechanic	\$ 17.44
23120	Bicycle Repairer	\$ 14.43
23125	Cable Splicer	\$ 18.39
23130	Carpenter, Maintenance	\$ 17.44
23140	Carpet Layer	\$ 16.85
23160	Electrician, Maintenance	\$ 17.93
23181	Electronics Technician, Maintenance I	\$ 15.51
23182	Electronics Technician, Maintenance II	\$ 19.80

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23183	Electronics Technician, Maintenance III	\$ 21.56
23260	Fabric Worker	\$ 15.23
23290	Fire Alarm System Mechanic	\$ 18.39
23310	Fire Extinguisher Repairer	\$ 14.43
23340	Fuel Distribution System Mechanic	\$ 18.39
23370	General Maintenance Worker	\$ 15.90
23400	Heating, Refrigeration and Air Conditioning Mechanic	\$ 18.39
23430	Heavy Equipment Mechanic	\$ 18.39
23460	Instrument Mechanic	\$ 18.39
23500	Locksmith	\$ 17.44
23530	Machinery Maintenance Mechanic	\$ 19.82
23550	Machinist, Maintenance	\$ 20.79
23580	Maintenance Trades Helper	\$ 13.38
23640	Millwright	\$ 18.39
23700	Office Appliance Repairer	\$ 17.44
23740	Painter, Aircraft	\$ 17.44
23760	Painter, Maintenance	\$ 17.44
23790	Pipefitter, Maintenance	\$ 17.77
23800	Plumber, Maintenance	\$ 17.44
23820	Pneudraulic Systems Mechanic	\$ 18.39
23850	Rigger	\$ 18.39
23870	Scale Mechanic	\$ 16.45
23890	Sheet-metal Worker, Maintenance	\$ 18.39
23910	Small Engine Mechanic	\$ 19.37
23930	Telecommunications Mechanic I	\$ 18.39
23940	Telecommunications Mechanic II	\$ 19.37
23950	Telephone Lineman	\$ 18.39
23960	Welder, Combination, Maintenance	\$ 18.39
23965	Well Driller	\$ 18.39
23970	Woodcraft Worker	\$ 18.39
23980	Woodworker	\$ 14.80

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PERSONAL NEEDS:

24570	Child Care Attendant	\$ 8.69
24600	Chore Aide	\$ 6.39
24630	Homemaker	\$ 12.05

PLANT AND SYSTEM OPERATION:

25010	Boiler Tender	\$ 18.39
25040	Sewage Plant Operator	\$ 17.44
25070	Stationary Engineer	\$ 18.39
25190	Ventilation Equipment Tender	\$ 13.38
25210	Water Treatment Plant Operator	\$ 17.44

PROTECTIVE SERVICE:

27004	Alarm Monitor	\$ 11.20
27010	Court Security Officer	\$ 15.76
27040	Detention Officer	\$ 15.76
27070	Firefighter	\$ 14.65
27101	Guard I	\$ 8.50
27102	Guard II	\$ 11.20
27130	Police Officer	\$ 17.54

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TECHNICAL:

29020 Archeological Technician	\$ 18.90
29030 Cartographic Technician	\$ 18.90
29035 Computer Based Training Specialist/Instructor	\$ 17.93
29040 Civil Engineering Technician	
29061 Drafter I	\$ 18.90
29062 Drafter II	\$ 20.75
29063 Drafter III	\$ 13.46
29064 Drafter IV	\$ 15.11
29070 Embalmer	\$ 18.90
29081 Engineering Technician I	\$ 18.40
29082 Engineering Technician II	\$ 11.55
29083 Engineering Technician III	\$ 13.40
29084 Engineering Technician IV	\$ 16.10
29085 Engineering Technician V	\$ 18.48
29086 Engineering Technician VI	\$ 22.60
29090 Environmental Technician	\$ 27.35
29100 Flight Simulator/Instructor (Pilot)	\$ 18.27
29150 Graphic Artist	\$ 23.32
29210 Laboratory Technician	\$ 10.62
29240 Mathematical Technician	\$ 18.48
29330 Mortician	\$ 18.40
29361 Paralegal/Legal Assistant I	\$ 13.22
29362 Paralegal/Legal Assistant II	\$ 16.86
29363 Paralegal/Legal Assistant III	\$ 20.62
29364 Paralegal/Legal Assistant IV	\$ 24.95
29390 Photooptics Technician	\$ 18.48
29480 Technical Writer	\$ 16.72
29620 Weather Observer, Senior 2/	\$ 17.02
29621 Weather Observer, Combined 2/	\$ 14.62
Upper Air and Surface Programs	
29622 Weather Observer, Upper Air 2/	\$ 14.62

TRANSPORTATION/MOBILE EQUIPMENT OPERATION:

31030 Bus Driver	\$ 13.24
31100 Driver Messenger	\$ 9.67
31200 Heavy Equipment Operator	\$ 18.66
31260 Parking and Lot Attendant	\$ 7.50
31290 Shuttle Bus Driver	\$ 10.42
31300 Taxi Driver	\$ 9.67
31361 Truckdriver, Light Truck	\$ 10.42
31362 Truckdriver, Medium Truck	\$ 13.24
31363 Truckdriver, Heavy Truck	\$ 15.54
36364 Truckdriver, Tractor-Trailer	\$ 16.93

MISCELLANEOUS:

99005 Aircraft Quality Control Inspector	\$ 19.37
99020 Animal Caretaker	\$ 8.61
99030 Cashier	\$ 6.51
99040 Child Care Center Clerk	\$ 10.54
99050 Desk Clerk	\$ 9.45
99260 Instructor	\$ 18.40
99300 Lifeguard	\$ 6.89
99350 Park Attendant (Aide)	\$ 8.48

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99400 Photofinishing Worker (Photo Lab / Dark Room Technician)	\$ 7.58
99500 Recreation Specialist	\$ 15.40
99510 Recycling Worker	\$ 9.33
99610 Sales Clerk	\$ 6.75
99630 Sports Official	\$ 6.75
99658 Survey Party Chief	\$ 10.93
99659 Surveying Technician	\$ 9.42
99660 Surveying Aide	\$ 6.16
99690 Swimming Pool Operator	\$ 11.47
99720 Vending Machine Attendant	\$ 9.33
99730 Vending Machine Repairer	\$ 11.47
99740 Vending Machine Repairer Helper	\$ 9.33

**** Fringe Benefits Required For All Occupations Included In
This Wage Determination ****

HEALTH & WELFARE: \$0.90 per hour or \$36.00 per month or \$156.00 per month.

VACATION: Two weeks paid vacation after 1 year of service with a contractor or successor; 3 weeks after 5 years; 4 weeks after 15 years. Length of service includes the whole span of continuous service with the present contractor or successor, wherever employed, and with the predecessor contractor in the performance of similar work at the same Federal facility. (Reg. 4.173)

HOLIDAYS: Minimum of ten paid holidays per year: New Year's Day, Martin Luther King Jr.'s Birthday, Washington's Birthday, Memorial Day, Independence Day, Labor Day, Columbus Day, Veterans' Day, Thanksgiving Day, and Christmas Day. (A contractor may substitute for any of the named holidays another day off with pay in accordance with a plan communicated to the employees involved. 29 CFR 4.174)

Does not apply to employees employed in a bona fide executive, administrative, or professional capacity as defined and delineated in 29 CFR 541. (See 29 CFR 4.156)

APPLICABLE TO WEATHER OBSERVERS ONLY - NIGHT PAY & SUNDAY PAY: If you work at night as a part of a regular tour of duty, you will earn a NIGHT DIFFERENTIAL and receive an additional 10% of basic pay for any hours worked between 6pm and 6am. If you are a full-time employee (40 hours a week) and Sunday is part of your regularly scheduled workweek, you are paid at your rate of basic pay plus a Sunday premium of 25% of your basic rate for each hour of Sunday work which is not overtime (i.e. occasional work on Sunday outside the normal tour of duty is considered overtime work).

**** UNIFORM ALLOWANCE ****

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If employees are required to wear uniforms in the performance of this contract (either by the terms of the Government contract, by

the employer, by the state or local law, etc.), the cost of furnishing such uniforms and maintaining (by laundering or dry cleaning) such uniforms is an expense that may not be borne by an employee where such cost reduces the hourly rate below that required by the wage determination. The Department of Labor will accept payment in accordance with the following standards as compliance:

The contractor or subcontractor is required to furnish all employees with an adequate number of uniforms without cost or to reimburse employees for the actual cost of the uniforms. In addition, where uniform cleaning and maintenance is made the responsibility of the employee, all contractors and subcontractors subject to this wage determination shall (in the absence of a bona fide collective bargaining agreement providing for a different amount, or the furnishing of contrary affirmative proof as to the actual cost), reimburse all employees for such cleaning and maintenance at a rate of \$4.25 per week (or \$.85 cents per day). However, in those instances where the uniforms furnished are made of "wash and wear" materials, may be routinely washed and dried with other personal garments, and do not require any special treatment such as dry cleaning, daily washing, or commercial laundering in order to meet the cleanliness or appearance standards set by the terms of the Government contract, by the contractor, by law, or by the nature of the work, there is no requirement that employees be reimbursed for uniform maintenance costs.

**** NOTES APPLYING TO THIS WAGE DETERMINATION**

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Source of Occupational Titles and Descriptions:

The duties of employees under job titles listed are those described in the "Service Contract Act Directory of Occupations," Fourth Edition, January 1993, as amended by the Second Supplement, dated August 1995, unless otherwise indicated. This publication may be obtained from the Superintendent of Documents, at 202-783-3238, or by writing to the Superintendent of Documents, U.S. Government Printing Office, Washington, D.C. 20402. Copies of specific job descriptions may also be obtained from the appropriate contracting officer.

**REQUEST FOR AUTHORIZATION OF ADDITIONAL CLASSIFICATION AND WAGE RATE
(Standard Form 1444 (SF 1444))**

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Conformance Process:

The contracting officer shall require that any class of service employee which is not listed herein and which is to be employed under the contract (i.e., the work to be performed is not performed by any classification listed in the wage determination), be classified by the contractor so as to provide a reasonable relationship (i.e., appropriate level of skill comparison) between such unlisted classifications and the classifications listed in the wage determination. Such conformed classes of employees shall be paid the monetary wages and furnished the fringe benefits as are determined. Such conforming process shall be initiated by the contractor prior to the performance of contract work by such unlisted class(es) of employees. The conformed classification, wage rate, and/or fringe benefits shall be retroactive to the

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commencement date of the contract. (See Section 4.6 (C)(vi)) When multiple wage determinations are included in a contract, a separate SF 1444 should be prepared for each wage determination to which a class(es) is to be conformed.

The process for preparing a conformance request is as follows:

- 1) When preparing the bid, the contractor identifies the need for a conformed occupation(s) and computes a proposed rate(s).
- 2) After contract award, the contractor prepares a written report listing in order proposed classification title(s), a Federal grade equivalency (FGE) for each proposed classification(s), job description(s), and rationale for proposed wage rate(s), including information regarding the agreement or disagreement of the authorized representative of the employees involved, or where there is no authorized representative, the employees themselves. This report should be submitted to the contracting officer no later than 30 days after such unlisted class(es) of employees performs any contract work.
- 3) The contracting officer reviews the proposed action and promptly submits a report of the action, together with the agency's recommendations and pertinent information including the position of the contractor and the employees, to the Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor, for review. (See section 4.6(b)(2) of Regulations 29 CFR Part 4).
- 4) Within 30 days of receipt, the Wage and Hour Division approves, modifies, or disapproves the action via transmittal to the agency contracting officer, or notifies the contracting officer that additional time will be required to process the request. **COPY FOR WHD INFORMATION**
- 5) The contracting officer transmits the Wage and Hour decision to the contractor.
- 6) The contractor informs the affected employees.

Information required by the Regulations must be submitted on SF 1444 or bond paper.

When preparing a conformance request, the "Service Contract Act Directory of Occupations" (the Directory) should be used to compare job definitions to insure that duties requested are not performed by a classification already listed in the wage determination. Remember, it is not the job title, but the required tasks that determine whether a class is included in an established wage determination. Conformances may not be used to artificially split, combine, or subdivide classifications listed in the wage determination.

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Subcontracting Plan
w/ held in its entirety

E-4

10 pages

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT

SF30, Page 1 of 3 Pages

OMB No. 0605-0010

CONTRACT ID CODE

2. AMENDMENT/MODIFICATION NO. M001	3. EFFECTIVE DATE See Block 16C.
4. REQUISITION/PURCHASE REQ. NO.	5. PROJECT NO. (If applicable)
6. ISSUED BY CODE U.S. Patent and Trademark Office Information Technology Contracts 2011 Crystal Drive, Suite 804 Arlington, VA 22202	7. ADMINISTERED BY Code (If other than Item 6)
8. NAME AND ADDRESS OF CONTRACTOR (No. Street, County, State and ZIP Code) Lockheed Martin Services Group 3102 Timanus Lane Baltimore, MD 21244 Code: FACILITY CODE:	[] 9A. AMENDMENT OF SOLICITATION NO. 9B. DATED (See Item 11) [X] 10A. MOD. OF CONTRACT/ORDER NO. 50-PBPT-7-00003 10B. DATED (See Item 13) 02/12/97
11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS [] The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers [] is extended, [] is not extended. Offerors must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended by one of the following methods: (a) By completing Items 8 and 15, and returning _____ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGEMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.	
12. ACCOUNTING AND APPROPRIATION DATA (If required)	

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AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT

SF30, Page 2 of 3 Pages

3. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS. IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.

[X] A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: 52.243-2. THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT/ORDER NO. IN ITEM 10A.

[] B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation data, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).

[] C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:

[] D. OTHER (Specify type of modification and authority)

E. IMPORTANT: Contractor [X] is not, [] is required to sign this document and return copies to the issuing office.

14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible).

See Continuation Page

Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remain unchanged and in full force and effect.

<p>15A. NAME AND TITLE OF SIGNER (Type or print) Patricia Roche Contracts Manager</p>	<p>16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) James H. Murphy Contracting Officer</p>
<p>15B. CONTRACTOR/OFFEROR</p> <p>(Signature of person authorized to sign)</p>	<p>16B. UNITED STATES OF AMERICA</p> <p>(Signature of Contracting Officer)</p>
<p>15C. DATE SIGNED</p>	<p>16C. DATE SIGNED 26 Mar 97</p>

OPTION TO STANDARD FORM 30
PROVED BY GSA/IRMS 9-87

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Clause H.4 Key Personnel, paragraph (a), the following sentence is deleted:

"Key personnel shall be full time on this contract."

Clause H.4 Key Personnel, paragraph (a), the following key personnel are deleted:

Two (2) Project Managers qualified to oversee multiple project/tasks
Principal Systems Engineer
Principal Business Process Engineer
Principal Systems Analyst/Programmer

These changes do not mean that the USPTO will not provide any tasking for these personnel, but tasking may not be at the level originally specified in the RFP.

2. Clause H.5 Personnel/Replacement, the following paragraphs are modified as follows:

(a) Placement: The Contractor shall place qualified personnel, in accordance with Section C.4 under the contract within a reasonable time of task order execution in order to meet the requirements of the task order.

(b) Replacement: The Contractor shall replace qualified personnel under this contract as soon as they are aware that personnel is departing the contract in order to maintain performance on the task order.

(c) The Government reserves the right to request resumes of Contractor personnel. The resume(s) shall be provided to the COTR no later than five (5) working days after the Government's request.

End of Modification

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AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT

SF30, Page 1 of 4 Pages

OMB No. 0605-0010

CONTRACT ID CODE

2. AMENDMENT/MODIFICATION NO. M002	3. EFFECTIVE DATE See Block 16C.
4. REQUISITION/PURCHASE REQ. NO.	5. PROJECT NO. (If applicable)
6. ISSUED BY CODE U.S. Patent and Trademark Office Information Technology Contracts 2011 Crystal Drive, Suite 804 Arlington, VA 22202	7. ADMINISTERED BY Code (If other than Item 6)
8. NAME AND ADDRESS OF CONTRACTOR (No. Street, County, State and ZIP Code) Lockheed Martin Services Group 3102 Timanus Lane Baltimore, MD 21244 Code: FACILITY CODE:	[] 9A. AMENDMENT OF SOLICITATION NO. 9B. DATED (See Item 11) [X] 10A. MOD. OF CONTRACT/ORDER NO. 50-PBPT-7-00003 10B. DATED (See Item 13) 02/12/97
11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS	

[] The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers [] is extended, [] is not extended. Offerors must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended by one of the following methods: (a) By completing Items 8 and 15, and returning _____ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGEMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

12. ACCOUNTING AND APPROPRIATION DATA (If required)

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AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT

SF30, Page 2 of 4 Pages

13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS. IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.

[] A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: _____ THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT/ORDER NO. IN ITEM 10A.

[] B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation data, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).

[X] C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:
Mutual Agreement of the Parties

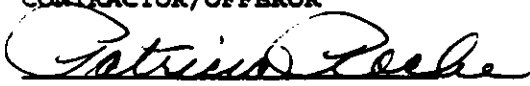
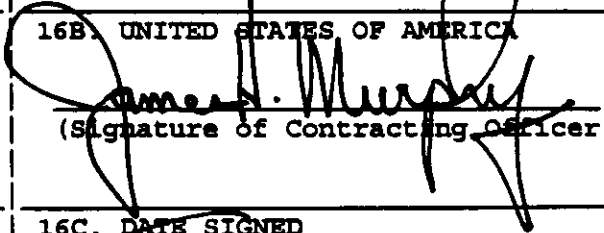
[] D. OTHER (Specify type of modification and authority)

E. IMPORTANT: Contractor [] is not, [X] is required to sign this document and return copies to the issuing office.

14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible).

See Continuation Page

Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remain unchanged and in full force and effect.

<p>15A. NAME AND TITLE OF SIGNER (Type or print) Patricia Rocha Contracts Manager</p>	<p>16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) James H. Murphy Contracting Officer</p>
<p>15B. CONTRACTOR/OFFEROR  (Signature of person authorized to sign)</p>	<p>16B. UNITED STATES OF AMERICA  (Signature of Contracting Officer)</p>
<p>15C. DATE SIGNED 5-8-97</p>	<p>16C. DATE SIGNED 3 June 97</p>

OPTION TO STANDARD FORM 30
ADOPTED BY GSA/IRMS 9-87

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Clause H.11 PERSONNEL SECURITY REQUIREMENTS, the following paragraphs are modified as follows:

H.11.1

Contractor personnel working on this contract will be designated as "Low Risk" positions. However, the Government reserves the right to designate certain positions as "Moderate Risk" "Moderate Risk" positions will be determined based on the nature of the work being performed access to proprietary, Government-privileged, or business-sensitive data; or where mistakes in judgment or intentional acts of misconduct could cause harm to agency mission. In accordance with security procedures, contractors working in positions designated "Low Risk" must have a National Agency Check and Inquiries (NACI) initiated within 14 days of performance on this contract. This will require the contractor to submit an investigative request package consisting of the following:

- (a) SF-85 (original plus 1 copy of Page 1 only)
- (b) OF-306 (limited to question number 1,7,8,9,10,11,12,15, and 16a)
- (c) FD-258 Fingerprint Card

H.11.2

Any positions designated as "Moderate Risk" must have a Minimum Background Investigation (MBI) initiated within 14 days of performance on this contract. This will require the contractor to submit an investigate request package for each person consisting of the following:

- (a) SF-85P (original plus 1 copy of Page 1 only)
- (b) OF-306 (limited to question number 1,7,8,9,10,11,12,15, and 16a)
- (c) FD-258 Fingerprint Card

H.11.3

Samples of the SF-85, SF-85P, OF-306, and FD-258 are available from the PTO Security Officer. The PTO Security Officer is available for consultation regarding the forms, information to be provided, and the acceptability to prior security investigations. The PTO Security Officer will notify the Contracting Officer and the COTR in the event that a security investigation yields information that would prohibit contractor-designated personnel from working on the contract.

H.11.4

With the submission of the Task Order Authorization Form and Resource Estimate, the contractor shall submit a listing of employees designated to work on the task order including an indication of the risk level (low or moderate), a notation of whether a prior security check has been performed, and, for any employees that do not have a prior security check, an investigate request package. This applies to all contractor employees, subcontractor employees, consultants, or any other contractor-designated personnel that will be working on the task order. In the event that during the performance of a task order contractor personnel assignments change, it is the responsibility of the contractor to notify the COTR provide an investigate request package if necessary.

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It is the responsibility of the contractor to ensure that all employees working on the contract follow the rules and regulations regarding procurement integrity, conflict of interest, and secrecy and use of patent information. Additionally, it is the responsibility of the contractor to take whatever steps are necessary to ensure that data and information are not inappropriately disclosed, modified, destroyed, created, and/or otherwise made unavailable for use. In the event that the contractor determines a security risk exists or potentially exists, it is the responsibility of the contractor to notify the Contracting Officer and COTR immediately both verbally and in writing.

H.11.6

All contractor personnel requiring access to PTO office space will be required to have an access badge. The contractor shall request access badges in writing to the COTR. It is the responsibility of the contractor to ensure that only those employees requiring access to PTO office space are issued access badges and that contractor employees with access badges utilize badges for official contract business only.

2. The start of the contract is hereby modified to be May 15, 1997.
3. The award fee period for the first period will be from May 15, 1997 through September 30, 1997. The Contracting Officer and the Contracting Officer's Technical Representative will determine the award fee for this period.

End of Modification

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AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT

SF30, Page 1 of 3 Pages

OMB No. 0605-0010

CONTRACT ID CODE

2. AMENDMENT/MODIFICATION NO. M003	3. EFFECTIVE DATE See Block 16C.
4. REQUISITION/PURCHASE REQ. NO.	5. PROJECT NO. (If applicable)
6. ISSUED BY CODE U.S. Patent and Trademark Office Information Technology Contracts 2011 Crystal Drive, Suite 804 Arlington, VA 22202	7. ADMINISTERED BY Code (If other than Item 6)
8. NAME AND ADDRESS OF CONTRACTOR (No. Street, County, State and ZIP Code) Lockheed Martin Services Group 3102 Timanus Lane Baltimore, MD 21244 ode: FACILITY CODE:	[] 9A. AMENDMENT OF SOLICITATION NO. 9B. DATED (See Item 11) [X] 10A. MOD. OF CONTRACT/ORDER NO. 50-PBPT-7-00003 10B. DATED (See Item 13) 02/12/97
11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS [] The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers [] is extended, [] is not extended. Offerors must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended by one of the following methods: (a) By completing Items 8 and 15, and returning _____ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGEMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.	
12. ACCOUNTING AND APPROPRIATION DATA (If required)	

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT

SF30, Page 2 of 3 Pages

13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS. IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.

☐ A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: _____ THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT/ORDER NO. IN ITEM 10A.

☒ B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation data, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).

☐ C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF: Mutual Agreement of the Parties

☐ D. OTHER (Specify type of modification and authority)

E. IMPORTANT: Contractor ☒ is not, ☐ is required to sign this document and return copies to the issuing office.

14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible).

See Continuation Page

Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remain unchanged and in full force and effect.

<p>15A. NAME AND TITLE OF SIGNER (Type or print) Patricia Roche Contracts Manager</p>	<p>16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) David A. Sibik Contracting Officer</p>
<p>15B. CONTRACTOR/OFFEROR</p> <p>_____ (Signature of person authorized to sign)</p>	<p>16B. UNITED STATES OF AMERICA</p> <p><i>David A. Sibik</i> (Signature of Contracting Officer)</p>
<p>15C. DATE SIGNED</p>	<p>16C. DATE SIGNED</p> <p><i>11 June 1997</i></p>

REPTION TO STANDARD FORM 30
ROVED BY GSA/IRMS 9-87

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Pursuant to Section I 52.244-2 SUBCONTRACTS, paragraph (e), the following procedures are hereby established for placement of subcontracts and purchase orders under this contract:

- (a) Placement of all subcontracts or purchase orders with a dollars amount of \$25,000 to \$75,000 may be affected by the Contractor without prior consent of the Contracting Officer, but only with reasonable advance written notification. Amounts under \$25,000 shall be handled in accordance with the Contractor's approved purchasing system procedures and 52.244-2.
- (b) Placement of subcontracts with dollar amounts exceeding \$75,000 shall be subject to prior consent of the PTO's Contracting Officer. The Contractor shall submit to the Contracting Officer a fully documented consent package which includes as a minimum, all information required in paragraph (b) (2) of 52.244-2 plus any additional backup documentation which the Contracting Officer may require. This consent package shall be submitted in a timely manner to permit adequate analysis and review.

End of Modification

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